EXHIBIT

A

ANDERSON KILL P.C.

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Attorneys for Plaintiffs

v.



IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY FIRST JUDICIAL DISTRICT OF PENNSYLVANIA

M.S. ACQUISITIONS & HOLDINGS, LLC; and MEGA PHILADELPHIA, LLC,

Plaintiffs,

: No.

VIGILANT INSURANCE COMPANY,

Defendant.

NOTICE TO DEFEND NOTIFICACIÓN PARA DEFENDERSE

NOTICE AVISO

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

Le han demandado a usted en el tribunal. Si usted quiere defenderse de las demandas expuestas en las páginas siguientes, usted debe tomar acción en el plazo de veinte (20) días a partir de la fecha en que se le hizo entrega de la demanda y la notificación, al interponer una comparecencia escrita, en persona o por un abogado y registrando por escrito en el tribunal sus defensas o sus objeciones a las demandas en contra de su persona. Se le advierte que si usted no lo hace, el caso puede proceder sin usted y podría dictarse un fallo por el juez en contra suya sin notificación adicional y podría ser por cualquier dinero reclamado en la demanda o por cualquier otro reclamo o desagravio en la demanda solicitado por el

docs-100322177.1

Case ID: 201101371

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IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY, PENNSYLVANIA

M.S. ACQUISITIONS & HOLDINGS, LLC; and MEGA PHILADELPHIA, LLC,

Plaintiffs,

No.

v.

VIGILANT INSURANCE COMPANY,

JURY TRIAL

COMPLAINT AND DEMAND FOR

Defendant.

COMPLAINT

M.S. Acquisitions & Holdings, LLC and Mega Philadelphia, LLC (collectively "MSA" or "Plaintiffs"), by and through its undersigned counsel, Anderson Kill, P.C., submits the following Complaint against Defendant Vigilant Insurance Company ("Chubb" or "Defendant"), which is owned by the parent company The Chubb Group.

INTRODUCTION

- 1. The transmission of the severe acute respiratory syndrome coronavirus 2 ("SARS-CoV-2"), commonly known as the coronavirus, has caused a pandemic affecting millions of people around the world. MSA's business has suffered enormously as a result.
- 2. M.S. Acquisitions & Holdings, LLC owns and operates Mega Philadelphia, LLC, a Spanish-speaking radio station serving the Hispanic community in the Philadelphia metropolitan area, with properties in Philadelphia, Pennsylvania, and Cherry Hill and Camden, New Jersey (the "Properties").

- 3. The property damage and orders of civil authority associated with SARS-CoV-2 have caused MSA to sustain hundreds of thousands of dollars in business income losses. These losses are covered under the insurance policy that MSA purchased from Chubb.
- 4. MSA has paid substantial premiums to Chubb for a property insurance policy that provides \$390,000 in business interruption coverage during the policy period from September 30, 2019 to September 30, 2020 (the "Policy").
- 5. The Policy provides "all risk" insurance coverage that is, it provides coverage for all risks, except as specifically excluded.
- 6. The risks associated with viruses and pandemics have been known to the insurance industry for a century and have been well known to Chubb in recent decades during which we all have witnessed outbreaks and pandemics involving viruses such as SARS, MERS, H1N1, and Zika.
- 7. Because these risks are well known, there are exclusions in common usage in the insurance industry that specifically reference losses caused by viruses and pandemics. However, Chubb did not include any such exclusion as part of the Policy they sold to MSA.
- 8. The Policy includes coverage for business interruption losses, as well as "Additional Coverages" that cover business interruption losses like those MSA is suffering in the wake of the coronavirus outbreak.
- 9. The Policy's terms, coupled with the absence of any applicable exclusion (despite commonly used exclusions for viruses and pandemics), establish that the Policy provides insurance coverage for MSA's business interruption losses from the coronavirus pandemic.
 - 10. MSA submitted a timely claim.
 - 11. Chubb adjusted and denied MSA's claim improperly and in bad faith.

12. This insurance coverage action seeks a judicial declaration that Chubb must indemnify MSA for business interruption losses suffered due to the coronavirus pandemic, and damages arising from Chubb's breach of the insurance Policy that it sold to MSA, as well as consequential damages and additional damages for Defendant's bad faith conduct in its handling of MSA's insurance claim giving rise to this action.

PARTIES

- 13. Plaintiff M.S. Acquisitions & Holdings, LLC is a limited liability company organized under the laws of the state of Florida with an address of 1341 N. Delaware Avenue, Suite 509, Philadelphia, Pennsylvania.
- 14. Mega Philadelphia, LLC is a limited liability company organized under the laws of the state of New Jersey with an address of 1341 N. Delaware Avenue, Suite 509, Philadelphia, Pennsylvania.
- 15. Upon information and belief, Defendant Vigilant Insurance Company is an insurance company organized under the laws of the state of New York, with an address of 55 Water Street, New York, New York.

JURISDICTION AND VENUE

- 16. This Court has personal jurisdiction because, at all times material hereto, Defendant transacted business within the Commonwealth of Pennsylvania, and because Defendant engages in substantial and not isolated activity within the Commonwealth of Pennsylvania.
- 17. Venue is proper in this County pursuant to Pennsylvania Rule of Civil Procedure 2179(b) because, among other things, Defendant regularly conducts business in this County and the insured property is located in this County.

FACTUAL BACKGROUND

- 18. The purpose of business interruption insurance, like that purchased by MSA from Chubb, is to protect policyholders from losses arising out of the shutdown of normal business operations due to loss or damage sustained as a result of a peril insured against.
- 19. Indeed, Chubb's intent in drafting the Policy was to cover the very types of losses suffered by MSA because there is affirmative coverage for business interruption of this type and the Policy does not contain a virus exclusion.
- 20. Now, faced with covered losses caused by a global disaster, MSA has asked Chubb to honor the promise of insurance coverage that Chubb made when it sold the Policy to MSA. But Chubb has shirked its contractual obligation and abandoned Plaintiffs in their time of greatest need.

A. MSA's Insurance Policy and Relevant Policy Terms

- 21. Chubb sold to MSA policy no. 3603-87-49 ECE, a unique property and liability insurance policy under the Customarq Series Broadcasters Insurance Program covering the policy period from September 30, 2019 to September 30, 2020. *See* Ex. 1.
- 22. To date, MSA has paid all premiums for the Policy, and has satisfied all relevant and applicable conditions precedent to obtaining payments owed under the Policy to the extent that they have not been waived or abrogated by Chubb's conduct, omissions, actions or breaches.
- 23. The Policy provides insurance coverage for MSA's Properties, as well as business income loss as follows:

We will pay for the actual:

• business income loss you incur due to the actual impairment of your operations; and

 extra expense you incur due to the actual or potential impairment of your operations

during the period of restoration

This actual or potential impairment of operations must be caused by or result from direct physical loss or damage by a covered peril to property, unless otherwise stated.

See Policy, Property Insurance Business Income with Extra Expense, at 3 of 15.

- 24. The Policy's Business Income Coverage contains "Additional Coverages." *See id.* at 5-10 of 15. At least two of these "Additional Coverages" Civil Authority coverage and Dependent Business Premises coverage provide coverage for MSA's business incomes losses at issue here.
 - 25. As relevant to these two coverages, "dependent business premises" means: premises operated by others on whom you depend to:
 - deliver materials or services to you or to others for your account (contributing premises);
 - accept your products or services (recipient premises); . . . or
 - attract customers to your business (leader premises).

See Policy, Property/Business Income Conditions and Definitions, at 14 of 34.

26. The Policy provides Civil Authority coverage as follows:

We will pay for the actual:

- business income loss; or
- extra expense,

you incur due to the actual potential impairment of your operations directly caused by the prohibition of access to:

- your premises; or
- a dependent business premises,

by a civil authority.

This prohibition of access by a civil authority must be the direct result of direct physical loss or damage to property away from such premises or such dependent business premises by a covered peril, provided such property in within:

• one mile

from such premises or dependent business premises[.]

See Policy, Property Insurance Business Income with Extra Expense, at 5-6 of 15.

27. The Policy provides Dependent Business Premises coverage as follows:

We will pay for the actual:

- business income loss you incur due to the actual impairment of your operations; and
- extra expense you incur due to the actual or potential impairment of your operations,

during the period of restoration . . .

This actual or potential impairment of operations must be caused by or result from direct physical loss or damage by a covered peril to property or personal property of a dependent business premises at a dependent business premises.

See id. at 6-7 of 15.

- 28. The Policy also provides other coverages that cover MSA's losses, such as Ingress/Egress coverage. *Id.* at 4 of 15.
- 29. To the extent that MSA has sustained any business income loss that did *not* result from direct physical loss or damage, the Policy is amended by endorsement to include Prohibition of Access Coverage as follows:

We will pay for the actual:

- business income loss; or
- extra expense

you incur due to the actual potential impairment of your operations, directly caused by the prohibition of access to a premises shown in the Declarations by a civil authority

This prohibition of access must be the direct result of a peril (not otherwise excluded by the Building And Personal Property Contract included in this policy) that:

A. has occurred at or within 1,000 feet of such premises[.] *See* Policy, Prohibition of Access Endorsement, Form 90-02-5357, at 3 of 6.

- 30. Viruses such as SARS-CoV-2 are a peril insured against under the Policy.
- 31. The Policy provides "all-risk" coverage and there is no exclusion for the risks or perils of pandemic, virus, or communicable disease.
- 32. The absence of any virus, pathogen, communicable disease or pandemic exclusion in the Policy is telling. Chubb did not exclude coverage for such perils when it sold MSA the Policy, despite the common use of such exclusions in the insurance industry following the outbreaks of SARS, MERS, H1N1, and Zika. Chubb cannot add any such exclusion or exclusionary interpretation now that MSA has suffered losses from the coronavirus pandemic.

B. The Damage from SARS-CoV-2

- 33. SARS-CoV-2 causes direct physical loss or damage to property.
- 34. When SARS-CoV-2 impacts property, it renders the property dangerous and potentially fatal.
- 35. Property impacted by SARS-CoV-2 is, in practical effect, unusable for the purpose of generating business income.
- 36. Businesses generally buy insurance for their property and business income to insure that their property functions and produces revenue. When property is impacted in a way that renders it incapable of producing revenue whether it is caused by a fire, or a flood, or toxic fumes, or a virus the loss or damage from any of these causes is the same.

- 37. A virus certainly causes "physical loss" or "physical damage" even though it is invisible to the naked eye. Property impacted by SARS-CoV-2 is just as dangerous as property impacted by fire or fumes (if not more so), and all such damaged property is equally incapable of producing revenues. Like the impact of fire or smoke or noxious odors, the impact of a potentially fatal virus constitutes "direct physical loss or damage to" property.
- 38. In January 2020, the first known case of COVID-19, the infectious disease caused by SARS-CoV-2 was reported in the United States.
- 39. Officially declared a pandemic by the World Health Organization ("WHO") on March 11, 2020, the coronavirus pandemic has caused unfathomable sickness, death, and economic distress around the world.
- 40. SARS-CoV-2 is transmitted through both person-to-person contact and contact by persons with fomites, which are surfaces of objects or materials on which SARS-CoV-2 is present.
- 41. Evidence increasingly indicates that SARS-CoV-2 also can travel through the air through aerosol particles, or aerosols, which are produced continuously by normal breathing and talking. Aerosols are fine water droplets suspended in air which can remain suspended for hours until the force of gravity causes them to settle on surfaces.
- 42. Aerosol production increases during respiratory illnesses and during louder than normal oration.
- 43. Aerosol transmission of SARS-CoV-2 is particularly concerning because aerosolized SARS-CoV-2 can spread widely through air flow and settle on surfaces hundreds of feet away from any infected individual.

- 44. Human contact with surfaces on which SARS-CoV-2 is present is known to transmit the virus, making property impacted by SARS-CoV-2 very dangerous and potentially fatal.
- 45. Thus, aerosol transmission of SARS-CoV-2 could result in infection when someone who is not even in the vicinity of an infected person unknowingly touches an infected surface and then touches their face.
- 46. The WHO explains that COVID-19 "spreads primarily from person to person through small droplets from the nose or mouth, which are expelled when a person with COVID-19 coughs, sneezes, or speaks People can catch COVID-19 if they breathe in these droplets from a person infected with the virus."
- 47. In addition to transmission by inter-personal contact, the WHO states that viral "droplets can land on objects and surfaces around the person such as tables, doorknobs and handrails. People can become infected by touching these objects or surfaces then touching their eyes, nose, or mouth."²
- 48. The *New England Journal of Medicine* reported a scientific study conducted by researchers from UCLA, Princeton University, the National Institute of Allergy and Infectious Diseases, and the Centers for Disease Control and Prevention that analyzed the aerosol and surface stability of SARS-CoV-2 and compared it with SARS-CoV-1, the most closely related human

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¹ How does COVID-19 spread?, WORLD HEALTH ORGANIZATION, available at https://www.who.int/emergencies/diseases/novel-coronavirus-2019/question-and-answers-hub/q-a-detail/q-a-coronaviruses (last visited July 30, 2020).

 $^{^{2}}$ Id.

coronavirus. The study found that SARS-CoV-2 persisted on plastic and stainless steel surfaces for up to seventy-two hours in laboratory studies.³

- 49. Scientists also have studied the persistence of SARS-CoV-2 on surfaces in cruise ships with documented outbreaks of COVID-19. One such study, reported by the Centers for Disease Control and Prevention (the "CDC") on March 23, 2020, found that SARS-CoV-2 was present in the cabins of a Diamond Princess cruise ship seventeen days after it had been vacated, but before it had been disinfected.⁴
- 50. According to a study published in April 2020 in the CDC's *Emerging Infectious Diseases* Journal on aerosol and surface distribution of SARS-CoV-2 in hospital wards, SARS-CoV-2 can travel up to 13 feet in the air.⁵
- 51. That same study reported that fifty percent of the samples from the medical staff's shoes tested positive, suggesting that shoes might function as carriers: "In addition, as medical staff walk around the ward, the virus can be tracked all over the floor, as indicated by the 100% rate of positivity from the floor in the pharmacy, where there were no patients."

³ Neeltje van Doremalen, *et al.*, <u>Aerosol and Surface Stability of SARS-CoV-2 as Compared with SARS-CoV-1</u>, N. ENGL. J. MED. (March 17, 2020), available at https://www.nejm.org/doi/full/10.1056/NEJMc2004973.

⁴ Leah F. Moriarty, *et al.*, <u>Public Health Responses to COVID-19 Outbreaks on Cruise Ships — Worldwide, February–March 2020</u>, CDC Morbidity and Mortality Weekly Report (Mar. 27, 2020), *available at* https://www.cdc.gov/mmwr/volumes/69/wr/mm6912e3.htm.

⁵ Zhen-Dong Guo, et al., <u>Aerosol and Surface Distribution of Severe Acute Respiratory Syndrome Coronavirus 2 in Hospital Wards, Wuhan, China, 2020</u>, Centers for Disease Control and Prevention – Emerging Infectious Diseases (Vol. 26-7 July 2020), https://wwwnc.cdc.gov/eid/article/26/7/20-0885_article (last updated Apr. 10, 2020)

⁶ *Id*.

- 52. Another recent study conducted in Wuhan indicates that staff movement, floor cleaning, and the removal of personal protective equipment can cause the resuspension of SARS-CoV-2 aerosols.⁷
- Journal assessed the persistence of SARS-CoV-2 in aerosol suspensions by comparing its efficiency with SARS-CoV and Middle East respiratory syndrome coronavirus ("MERS-CoV").⁸ The scientists determined that the short-term aerosol efficiency of SARS-CoV-2 surpassed those of SARS-CoV and MERS-CoV: "SARS-CoV-2—infected persons may produce viral bioaerosols that remain infectious for long periods after production through human shedding and airborne transport." Additionally, the report asserted that "these preliminary data suggest that SARS-CoV-2 is resilient in aerosol form."
- 54. There have been hundreds of thousands of confirmed cases of COVID-19 in proximity to the Properties, and the number of cases and geographic presence of SARS-CoV-2 continues to grow and spread.
- 55. Currently, the number of confirmed cases of COVID-19 nationwide is nearly 10 million, with over 475,000 cases confirmed in Pennsylvania and New Jersey alone as of the date of this filing. With the COVID-19 vaccination still in clinical development, the number of cases continues to rise.
- 56. As has been widely reported and acknowledged by civil and government authorities, there are even larger numbers of infected people that have not been counted as

⁷ Yuan Liu, Ph.D., et al., <u>Aerodynamic Characteristics and RNA Concentration of SARS-CoV-2 Aerosol in Wuhan Hospitals during COVID-19 Outbreak</u>, https://www.biorxiv.org/content/10.1101/2020.03.08.982637v1.full.pdf (last updated Mar. 10, 2020).

⁸ Alyssa C. Fears, et al. <u>Persistence of Severe Acute Respiratory Syndrome Coronavirus 2 in Aerosol Suspensions</u>, Centers for Disease Control and Prevention – Emerging Infectious Diseases (Vol. 26-9 Sept. 2020), https://wwwnc.cdc.gov/eid/article/26/9/20-1806_article (last updated June 22, 2020).

"confirmed" cases due, in part, to the at-times asymptomatic nature of some COVID-19 carriers and a lack of widespread testing.

57. Accordingly, the loss and damage to property from SARS-CoV-2 is ubiquitous and widespread across the United States.

C. Orders of Civil Authorities in Connection with the Coronavirus Pandemic

- 58. There have been hundreds, if not thousands, of orders of civil authority across the United States as a result of the coronavirus outbreak, including orders by federal, state, county, and municipal officials deeming a limited number of businesses to be "essential"; requiring the closure of non-essential businesses; directing individuals to "shelter in place," stay in their homes, and not travel except to receive medical care or buy groceries or other necessities for living; and restricting or limiting entry into the United States (the "Orders").
- 59. On March 6, 2020, following confirmed cases of COVID-19 in the Commonwealth of Pennsylvania, Governor Tom Wolf declared the existence of a disaster emergency. *See* Ex. 2.
- 60. On March 9, 2020, following confirmed cases of COVID-19 in the State of New Jersey, Governor Philip D. Murphy declared a state of emergency. *See* Ex. 3.
- 61. On March 13, 2020, the President of the United States proclaimed a national emergency. *See* Ex. 4.
- 62. Following these initial state of emergency declarations, states nationwide also issued statewide stay-at-home orders, which mandated the closure of all non-essential business and required residents to stay at home with very limited exceptions. For example:

- (a) On March 23, 2020, the state of Pennsylvania entered a stay-at-home order placing restrictions on business activity allowing only life-sustaining establishments to remain open. *See* Ex. 5.
- On March 21, 2020, the State of New Jersey issued Executive
 Order No. 107 (2020) closing all non-essential businesses and
 ordering "All New Jersey residents shall remain home or at their
 place of residence unless they are" performing a limited set of
 activities, like buying groceries or seeking medical attention. *See*Ex. 6 at ¶ 2.
- 63. Since these executives orders were issued, and as COVID-19 continues to spread, both states have continued to amend, extend, and issue new orders limiting business operations in each state.
- 64. State, local, and municipal authorities throughout the country have specifically recognized that the Orders were issued in part because of the damage SARS-CoV-2 causes to property. For example:
 - (a) On March 19, 2020, Los Angeles Mayor Garcetti issued a shutdown order, explaining "This Order is given because, among other reasons, the COVID-19 virus can spread easily from person to person and it is physically causing property loss or damage due to its tendency to attach to surfaces for prolonged periods of time." Ex. 7 (emphasis added). The Order advised that "City residents must isolate themselves in their residences, subject to certain exceptions[.]"

- (b) On April 1, 2020, in a supplement to a mayoral proclamation, the Mayor of the City of San Francisco extended coronavirus-related orders, including the stay-at-home order "requiring most people to remain in their homes subject to certain exceptions including obtaining essential goods such as food and necessary supplies, and requiring the closure of nonessential businesses." The supplemental Order declared "This order and the previous orders issued during this emergency have all been issued because of the propensity of the virus to spread person to person and also because the virus physically is causing property loss or damage due to its proclivity to attach to surfaces for prolonged periods of time[.]" Ex. 8 (emphasis added).
- Order No. 202 declaring a State of Emergency based on his authority to act to "to protect state and local property, and to provide such other assistance as is necessary to protect public health, welfare, and safety." Ex. 9. That Order was extended and amended on March 22, 2020 to close in-office operations at non-essential businesses.
- (d) On March 16, 2020, the Mayor of New York City issued an emergency executive order declaring a state of emergency, stating: "this order is given because of the propensity of the virus to spread person to person and also because the virus physically is causing property loss and damage[.]" Ex. 10 (emphasis added).

- (e) On March 16, 2020, the Mayor of the City of New Orleans issued an emergency order suspending non-emergency gatherings and closing certain categories of businesses, stating "there is reason to believe that COVID-19 may be spread amongst the population by various means of exposure, including the propensity to spread person to person and the propensity to attach to surfaces for prolonged periods of time, thereby spreading from surface to person and causing property loss and damage in certain circumstances[.]" Ex. 11 (emphasis added). That Order canceled all private and public gatherings and mandated the closure of gyms, entertainment venues, shopping malls, and eat-in dining.
- (f) On April 6, 2020, the Governor of Colorado extended that state's shutdown order, acknowledging "COVID-19 also physically contributes to property loss, contamination, and damage due to its propensity to attach to surfaces for prolonged periods of time. Ex. 12 (emphasis added).
- (g) On April 23, 2020, a Dallas County Judge issued an amended "Safer at Home Order" that states, "this Emergency Order is necessary because of the propensity of the virus to spread person to person and also because the virus is physically causing property damage due to its proclivity to attach to surfaces for prolonged periods of time... All individuals currently living within Dallas County are ordered to shelter at their place of residence[.]" Ex. 13 (emphasis added).

- 65. The Orders were issued as a result of direct physical loss or damage to property away from the Properties or dependent business premises by a covered peril.
- 66. The Orders prohibited access to the Properties and dependent business premises.

D. MSA's Business Income Losses

- 67. MSA has suffered actual business income losses insured under the Policy.
- 68. MSA operates a Spanish-speaking radio station serving the Hispanic community in the Philadelphia metropolitan area.
- 69. Operating the radio station requires specialized equipment and staff to be present at the broadcasting stations insured under the Policy.
- 70. MSA purchased a specialized broadcasting policy from Chubb that covers, among other things, business income losses when a civil authority prohibits access to the insured locations.
- 71. In March 2020, MSA was prohibited from entering the radio station by the aforementioned Orders issued in Pennsylvania and New Jersey to address COVID-19.
- 72. The COVID-19 pandemic and the related Orders have interrupted MSA's business operations at the Properties since March of 2020 by, among other things, prohibiting access to the Properties, thereby disrupting all aspects of the radio station's operations.

E. MSA's Insurance Claim

- 73. MSA timely provided notice to Chubb that it was submitting a claim in connection with losses stemming from SARS-CoV-2 (the "Claim").
- 74. On April 30, 2020, Chubb sent MSA a Reservation of Rights letter ("ROR") acknowledging receipt of the Potential Loss Letter. Chubb stated that it was

undertaking an ongoing investigation subject to a full reservation of its rights and defenses of the Policy, and baselessly asserted that there was no coverage under the Policy.

- 75. Dissatisfied with Chubb's complete lack of substantive reasoning as to their wrongful conclusion that the Policy did not provide coverage, MSA responded to the ROR on May 8, 2020, explaining, among other things, that the Policy is categorically different from most other commercial property insurance policies because it does not contain a virus exclusion and that the Chubb's continued delay in processing the Claim was exacerbating MSA's losses.
- 76. MSA also expressed that it was willing to submit a proof of loss and any additional information required to assist Chubb in making a coverage determination.
- 77. MSA made repeated requests that Chubb provide the proper Claim Form in order that MSA could submit its Claim.
 - 78. Chubb did not acknowledge or reply to these requests.
- 79. On June 12, 2020, Chubb sent MSA a coverage position letter finding no coverage under the Policy.
- 80. The coverage position letter also stated that it was meant to "only address[] those provisions that appear[ed] pertinent at [that] time in light of the facts currently known to [Chubb]," and invited MSA to submit additional information.
- 81. On June 19, 2020, after MSA's repeated failed attempts to procure a claim form from Chubb, MSA submitted additional information to Chubb, via counsel, including a Claim Form obtained from Chubb's website, and other information regarding losses.
- 82. On July 14, 2020, after another month of radio silence, Chubb sent MSA a receipt confirmation of the June 19 email noting (rather confusingly) that "Chubb [did] not accept, nor reject, the Claim form and attachments" and was "in the process of reviewing it."

- 83. The very next day, MSA's counsel acknowledged receipt of the confirmation letter and asked Chubb to inform MSA of any additional information it may need to make a determination.
- 84. On September 23, 2020, Mr. Jerry Rudoshko ("Mr. Rudoshko"), Senior General Adjuster for Vigilant Insurance Company, responded to MSA's June 19, 2020 communication on behalf of Chubb and stated that he had reviewed the additional information and arguments presented, and that the "coverage position remains unchanged."
- 85. In this letter, Mr. Rudoshko also stated that MSA used an incorrect claim form—which form had been submitted three months prior, after a total lack of response from Chubb regarding MSA's request for a Claim Form, and which Chubb failed to correct at the time of submission.
- 86. On the same day, MSA's counsel responded to Mr. Rudoshko by email, expressing its doubt as to whether a denial was made and stating that all necessary claim information was contained in the Claim Form submitted.
- 87. On October 2, 2020, Mr. Rudoshko responded to "reconfirm [Chubb's] denial as outlined in our June 12, 2020 letter and again reconfirmed in our September 23, 2020 letter," noting that Chubb was "not just rejecting the claim form [] submitted," but denying the claim.
- 88. From the start, MSA has promptly responded, submitted additional information, and offered to submit even more information where needed. In contrast, Chubb has refused to acknowledge coverage under the clear terms of the Policy, and has refused to timely and thoroughly analyze and handle MSA's losses under the Policy.

- 89. MSA's diligent attempts to obtain coverage for its losses under the Policy have been met at every turn by Chubb's obstinate refusal to cooperate and communicate with MSA and delayed review of MSA's Claim.
- 90. The few communications from Chubb have been vague and fail to address MSA's concerns and very real losses.
- 91. In fact, Chubb did not make clear that it had actually denied the Claim until October 2, 2020.
- 92. At this time, Chubb's avoidance of MSA's claim has resulted in a spiral of losses from which MSA may never financially recover.

F. Chubb's Handling of Similar Claims

- 93. As COVID-19 continues to spread, policyholders continue to submit claims to insurance companies to recover business income losses under their policies' business interruption coverage, leading to the filing of hundreds of insurance coverage lawsuits within the last several months.
- 94. Not surprisingly, Chubb has been sued by its policyholders for denying coverage under policies that provide coverage for COVID-19-related business income losses. Currently, a class action is pending in the United States District Court for the District of New Jersey (the "Chubb Class Action") which alleges that Chubb has breached its policy contracts and seeks declaratory judgment that the Civil Authority and Extra Expense coverages apply to the policyholder plaintiffs' losses. *See Truhaven Enterprises, Inc. v. Chubb Ltd.*, No. 2:20-cv-04586-SRC-CLW (D.N.J. filed Apr. 20, 2020).
- 95. The underlying claims in the Chubb Class Action are similar to MSA's claims in this Action.

96. Significantly, MSA's claims against Chubb in this Action are even more robust because, unlike 80% of all property policies in the market at this time – including the policy involved in the Chubb Class Action – MSA's Policy does not contain a virus exclusion. *See id.* at ¶ 40 (stating "Plaintiff's Policy includes an endorsement Exclusion of Loss Due To Virus or Bacteria, Commercial Property form CP 01 40 07 07"); *see also* Ex. 1, Policy (showing no virus exclusion).

COUNT I - DECLARATORY JUDGMENT

- 97. MSA repeats and realleges the allegations set forth in the foregoing paragraphs as though fully set forth herein.
- 98. An actual and justiciable controversy has arisen between MSA and Chubb as to Chubb's obligation to assume its obligations to pay MSA for the covered damages it has incurred and will incur due to its business interruption loss.
- 99. MSA and Chubb dispute whether the Policy covers the loss, or whether an exclusion applies to prohibit coverage.
- 100. Resolution of these controversies will establish MSA's right to payment from Chubb.
- 101. To date, Chubb has failed to provide any payment to MSA for its damages.
- 102. By reason of the foregoing, an actual, substantial, and justiciable controversy exists between MSA and Chubb, and a judicial declaration is necessary and appropriate so that the parties may ascertain their respective rights and obligations.
- 103. MSA seeks a declaration that Chubb must indemnify Plaintiffs under the terms of the Policy.

WHEREFORE, MSA prays for a determination by this Court in favor of MSA declaring that Chubb must indemnify MSA under the terms of the Policy, and must pay MSA for its attorneys' fees and costs, and any other and further relief as the Court deems just and proper.

COUNT II - BREACH OF CONTRACT

- 104. MSA repeats and realleges the allegations set forth in the foregoing paragraphs as though fully set forth herein.
 - 105. The Policy constituted a legal contract binding MSA and Chubb.
- 106. The Policy provided coverage for the types of business income losses that MSA suffered and the exclusions did not preclude coverage.
 - 107. At all times, MSA carried out its duties under the terms of that contract.
- 108. However, Defendant breached its obligations when it failed to cover MSA's losses as promised by the Policy.
 - 109. As a result, MSA has suffered significant damages.

WHEREFORE, MSA hereby demands judgment against Chubb for the following relief:

- (a) compensatory damages well in excess of at least \$399,000.00;
- (b) consequential damages;
- (c) prejudgment interest thereon; and,
- (d) such other and further relief that the Court deems equitable and just under circumstances.

COUNT III - STATUTORY BAD FAITH

- 110. MSA repeats and realleges the allegations set forth in the foregoing paragraphs as though fully set forth herein.
- 111. 42 Pa. Cons. Stat. § 8371 provides as follows: "In an action arising under an insurance policy, if the court finds that the insurer has acted in bad faith toward the insured,

the court may take all of the following actions: (1) Award interest on the amount of the claim from the date the claim was made by the insured in an amount equal to the prime rate of interest plus 3%. (2) Award punitive damages against the insurer. (3) Assess court costs and attorney fees against the insurer." 42 Pa. Cons. Stat. § 8371.

- 112. The relationship between Chubb and MSA is a fiduciary relationship requiring Chubb to act in the best interest of MSA as insured under the Policy.
- 113. The conduct of Chubb in failing to recognize and pay under the business interruption portion of the policy for its income losses, especially when the Policy did not contain any exclusions that clearly hindered coverage, and then failing to address losses quickly, lingering in making a final decision, sending mixed messages about the denial, failing to provide a proper claim form when requested, and failing to accommodate MSA's losses under the policy by casting doubt about coverage before even a full investigation of the law and facts necessary to make such decision, constitute bad faith under 42 Pa. Cons. Stat. § 8371.
- 114. Chubb did not have a reasonable basis for denying coverage as the Policy clearly provided coverage for the type of losses that MSA claimed and for the reasons requested, which are more fully set out above, and there were no applicable exclusions that would have precluded coverage as claimed by Chubb.
- 115. However, in conscious or reckless disregard of the law and its duty to MSA, Chubb arbitrarily, in bad faith and in violation of its public duty, refused to provide coverage to MSA.
- 116. Chubb's conduct as set forth here is prohibited under 42 Pa. Cons. Stat. § 8371.

117. By virtue of Chubb's bad faith, and breach of its fiduciary and statutory duties, MSA claims punitive damages including but not limited to those provided pursuant to 42 Pa. Cons. Stat. § 8371.

WHEREFORE, MSA hereby demands judgment against Chubb for the following relief:

- (a) punitive damages;
- (b) prejudgment interest;
- (c) attorney fees and costs; and,
- (d) such other and further relief that the Court deems equitable and just under circumstances.

COUNT IV - BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

- 118. MSA repeats and realleges the allegations set forth in the foregoing paragraphs as though fully set forth herein.
- 119. The Policy constitutes a valid contract of insurance coverage between MSA and Chubb.
- 120. Chubb had a contractual obligation to treat MSA fairly and in good faith with respect to its interests in the proceeds of the Policy.
- 121. Chubb breached its implied covenant to deal with MSA in good faith by, among other things:
 - Intentionally or recklessly failing to treat MSA and its interests in the proceeds of the Policy fairly;
 - b. Intentionally or recklessly placing its own interests over and to the detriment of Plaintiffs' interests, including but not limited to denying

- coverage before adequately investigating, adjusting and paying MSA's claim;
- Unreasonably conducting an investigation and adjustment of the claim despite possessing necessary documentary information; and
- d. Failing to provide to MSA an adequate explanation of the basis for Chubb's refusal to pay MSA's claim despite the evidence demonstrating coverage.
- 122. As a result of its breaches of the implied covenant of good faith and fair dealing, Chubb is liable to MSA for damages for all losses incurred to date by MSA or that may be incurred up to the applicable limits under the Policy, together with consequential damages, costs and disbursements of this action, including but not limited to reasonable attorneys' fees and costs, and pre-judgment and post-judgment interest.

WHEREFORE, MSA prays for a determination by this Court in its favor awarding MSA damages for all losses incurred to date by MSA, or which may be incurred up to the applicable limits under the Policy, together with consequential damages, costs and disbursements of this action, including but not limited to pre-judgment and post-judgment interest, reasonable attorneys' fees and costs, and any other and further relief as the Court deems just and proper.

PRAYER FOR RELIEF

WHEREFORE, MSA respectfully request that judgment be entered against Chubb and relief be granted as follows:

- (a) compensatory damages in excess of \$399,000.00;
- (b) consequential damages;
- (c) punitive damages;
- (d) prejudgment interest;

- (e) attorney fees and costs; and,
- (f) such other and further relief that the Court deems equitable and just under circumstances.

DEMAND FOR JURY TRIAL

MSA hereby demands a trial by jury on all claims so triable.

Dated: November 13, 2020 ANDERSON KILL P.C.

By: /s/ Arthur R. Armstrong

Arthur R. Armstrong, Esq. 1760 Market Street, Suite 600 Philadelphia, PA 19103 Telephone: (267) 216-2700

E-mail: aarmstrong@andersonkill.com

Attorneys for Plaintiffs

. Michael	VERIFICATION Caule, state that I am the _	(60	of the
1. Michael	Ocore, state that I am the_	600	of the

Plaintiffs M.S. Acquisitions & Holdings, LLC and Mega Philadelphia, LLC, and that I am authorized to make this Verification on behalf of Plaintiffs M.S. Acquisitions & Holdings, LLC and Mega Philadelphia, LLC, and that the facts set forth in the preceding Complaint are true and correct to the best of my information and belief. This Verification is made with knowledge of the penalties contained in 18 Pa.C.S.A. Section 4904, relating to unsworn verification of authorities.

By:

M.S. ACQUISITIONS & HOLDINGS, LLC; and MEGA PHILADELPHIA, LLC



EXHIBIT 1



Form 99-10-0732 (Rev. 1-15)

IMPORTANT NOTICE TO POLICYHOLDERS TERRORISM RISK INSURANCE ACT

This Important Notice is being provided with your policy to further satisfy the disclosure requirements of the Terrorism Risk Insurance Act.

At the time you received the written offer for this policy, we provided you with an Important Notice to Policyholders indicating that the insurance provided in your policy for losses caused by certain acts of terrorism (as defined in the Terrorism Risk Insurance Act) would be partially reimbursed by the United States of America, pursuant to the formula set forth in the Terrorism Risk Insurance Act. In addition, as required by the Terrorism Risk Insurance Act, we:

- indicated that we would make available insurance for such losses in the same manner as we provide insurance for other types of losses;
- specified the premium we would charge. for providing such insurance;
- except to the extent prohibited by law, gave you the opportunity to reject such insurance and have a terrorism exclusion, sublimit or other limitation included in your policy.

This Important Notice refers back to that Important Notice and provides information about decision and the manner in which your policy has been subsequently modified.



- You rejected terrorism insurance under the Terrorism Risk Insurance Act, includes the appropriate amendatory endorsement(s).
- You did not reject terrorism insurance under the Terrorism Risk Insurance Act, the premium
 charged for your policy, including that portion applicable to terrorism insurance under the
 Terrorism Risk Insurance Act, is shown in your policy. To the extent your policy includes a
 limitation on terrorism insurance, it has been modified so that such limitation does not apply
 to terrorism insurance under the Terrorism Risk Insurance Act.

Please carefully review your policy and the Important Notice previously provided to you for further details. Please remember that only the terms of your policy establish the scope of your insurance protection.

Please note that if your pulley;

- provides commercial property insurance in a jurisdiction that has a statutory standard fire policy, the premium we charge for terrorism insurance under the Terrorism Risk Insurance Act, includes an amount attributable to the insurance provided pursuant to that standard fire policy. Rejection of such statutory insurance is legally prohibited.
- is a workers compensation policy, rejection of insurance for terrorism is legally prohibited.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

last page

Important Notice Page 1
Case ID: 201101371



MIPORTANT

POLICYHOLDERS

This important Notice is not your policy. Please read your policy carefully to determine your rights, duties, and what is and what is not covered. Only the provisions of your policy determine the scope of your insurance protection.

THIS IMPORTANT NOTICE PROVIDES INFORMATION CONCERNING POSSIBLE IMPACT ON YOUR INSURANCE COVERAGE DUE TO COMPLIANCE WITH APPLICABLE TRADE SANCTION LAWS.

PLEASE READ THIS NOTICE CAREFULLY.

Various trade or economic sanctions and other laws or regulations prohibit us from providing insurance in certain circumstances. For example, the United States Treasury Department's Office of Foreign Asset Control (OFAC) administers and enforces economic and trade sanctions and places restrictions on transactions with foreign agents, front organizations, terrorists, terrorists organizations, and narcotic traffickers, OFAC acts pursuant to Executive Orders of the President of the United States and specific legislation, to impose controls on transactions and freeze foreign assets under United States jurisdiction. (To learn more about OFAC, please refer to the United States Treasury's web site at http://www.treas.gov/ofac.)

To the extent that you or any other insured, or any person or entity claiming the benefits of this insurance has violated any applicable sanction laws, this insurance will not apply.

We have added a condition or section that applies to the entire policy called Compliance With Applicable Trade Sanctions, which stipulates that your insurance policy does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.



All of the members of the Chubb Group of Insurance companies doing business in the United States (hereinafter "Chubb") distribute their products through licensed insurance brokers and agents ("producers"). Detailed information regarding the types of compensation paid by Chubb to producers on US insurance transactions is available under the Producer Compensation link located at the bottom of the page at www.chubb.com, or by calling 1-866-588-9478. Additional information may be available from your producer.

Thank you for choosing Chubb,





MINORTANT

TO POLICYHOLDERS

Insurance is provided by the Company designated on the Declarations Page of this policy, addresses of the Chubb Group of Insurance Companies are shown below:

Federal Insurance Company Capital Center 251 North Illinois, Suite 1100 Indianapolis, Indiana 46204-1927

Great Northern Insurance Company Capital Center 251 North Illinois, Suite 1100 Indianapolis, Indiana 46204-1927

Pacific Indemnity Company Two Plaza East, Suite 1450 330 East Kilbourn Avenue Milwaukee, WI 53202-3146

Vigilant Insurance Company 55 Water Street New York, New York 10041-2899

Administrative Offices for all of the Chubb Group of Insurance Companies are located at: 202B Hall's Mill Road, Whitehouse Station, NJ 08889

Case ID: 207701371





Broadcasters Insurance Program

S. SI

KEH INSURANCE AGENCY, INC 1415 MARLTON PK E STE501 CHERRY HILL, NJ 08034-0000

PHILADELPHIA 436 WALNUT STREET PHILADELPHIA, PA 19106

Customarq Series Broadcasters Insurance Program

	Haw To Hepart use the following pro	reedure.	
_	U an Insarred	us by telephone as soon as possible for further	
	(i d)		
	You may also fax the loss report		
	ize (fie f	allowing skiress:	
Mailing Address			
A CONTRACTOR OF THE PARTY OF TH	Chubb Group Of Insurance Companies		
	Claim Service Center 600 Independence Parkway		
	P.O. Box 4700		

Chesapeake, Va. 23327-4700

Customarq Series Broadcasters Insurance Program

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This Table Of Contents is provided to acquaint	organization of this policy.
POLICY ORGANIZATION	
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-	
Property Insurance Section	
Property Schedule Of Forms & Declaration	2008
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Liability Insurance Section	
Liability Schedule Of Forms & Declarate	998
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Dahillry Prekusements	
Common Policy Section	
Common Policy Conditions	
Common Policy Endorsements	
within a section ha	is his own Table Of Contents to facilitate your use of them,



TO POLICYHOLDERS

Enclosed is your commercial insurance policy from Chubb. The bill that corresponds with this policy has been mailed separately. When you receive the bill, please pay the amount due by the date indicated. Payment should be made directly to Chubb. As always, prompt payment will keep your coverage in place.

If you have any questions about the attached policy or need assistance with additional insurance, contact your agent or broker. For questions about billing, call our Premium Accounting Service Center at 1-800-372-4822. Thank you for insuring through Chubb.

CHUBB

Insuring Agreement

M.S. ACQUISITIONS AND HOLDINGS 535 ROUTE 38 EAST SUITE 100 CHERRY HILL, NJ 08002 Chubb Group of Insurance Companies 202B Hall's Mill Road Whitehouse Station, NJ 08889



Issued by the stock insurance company indicated below, herein called the company.

WENTANCE

Incorporated under the NEW YORK



Insurance is issued by the company in consideration of payment of the required premium.

This policy is issued for the period 12:01 AM standard time at the Named Insured's mailing address shown above;

Your acceptance of this policy issued to you by us.

This Insuring Agreement together with the Premium Summary, and Common Policy Conditions comprise this policy.

Sand J. Kump

KEH INSURANCE AGENCY, INC 1415 MARLTON PK E STE501 CHERRY HILL, NJ 08034-0000

In Witness Whereof, the company issuing this policy has caused this policy to be signed by its authorized policy shall not be valid unless also signed by a duly authorized representative of the company.

Secretary

Authorized Representative

Customarq Series ☐ H □ B B° Broadcasters Insurance Program

and

M.S. ACQUISITIONS AND HOLDINGS 535 ROUTE 38 EAST SUITE 100 CHERRY HILL, NJ 08002

> KEH INSURANCE AGENCY, INC 1415 MARLTON PK E STE501 CHERRY HILL, NJ 08034-0000

Chubb Group of Insurance Companies 202B Hall's Mill Road Whitehouse Station, NJ 08889

Issued by the stock insurance company indicated below, herein called the company.

NICHTANA NICHTANA

Insurposeted of NEW YORK

Earling Flywad

From: SEPTEMBER 30, 2019 To: SEPTEMBER 30, 2020 12:01 A.M. standard time at the Named Insured's mailing address shown above.

Payment

The First Named Insured shown in the Declarations is responsible for the payment return premiums we pay.

Certain classifications within our rates and rules indicate that premiums calculated therefrom can be significantly affected by large increases or decreases in your business results. Based upon our underwriting review of information provided by you, we may at our discretion perform a premium audit. You may also request such an audit.

If an audit is conducted and additional premiums are due, they are payable upon notice to the First Named Insured. If as a result of an audit the premium paid is greater than the earned premium, we will return the excess to the First Named Insured. The First Named Insured must keep records of the information we need to perform the audit and send us copies at such times as we may request.

Coverage Premium

PROPERTY INSURANCE SECTION LIABILITY INSURANCE SECTION \$ 6,387

\$ 1,595

issue Date: JULY 10, 2019

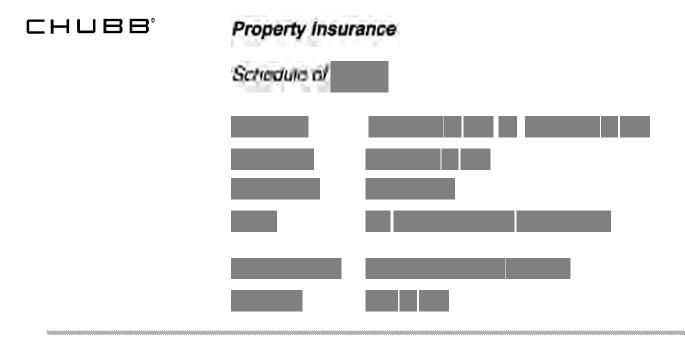
continued

Premium Summary (continued)		
coverage is provided on this policy,	certificate and handling fees or	ay be imposed during the policy term.
Coverage Premium		
Additional certificate and handling fees mandated by State and/or local jurisdict	시네이스 투표, 이번 시나는 아이들이 있는 것이 되었습니다. 그런 그렇게 이 그것이 되었습니다.	fication of pressure equipment
Exyment Plan		
		you receive the bill, please pay the amount due by rompt payment will keep your coverage in place.
TOTAL OF ADDITIONAL CHARGES ARE I PLIGA SURCHARGE MACHINERY BREAKDOWN TAXES AND SI		PAYMENT, \$ 13.98 \$ 4.28

Issue Date: JULY 10, 2019

Property Insurance Section

Declarations



The following is a schedule of forms issued as of the date shown above;

Form Number	Edition Date	Form Name	Effective Date	Date Issued
80-02-0280	7-03	SCHEDULE OF MORTGAGEES/LOSS PAYEES	09/30/19	07/10/19
80-02-0315	1-15	SUPP DEC-IMPAIRMENT OF COMP SERVICES	09/30/19	07/10/19
80-02-0005	1-18	PROPERTY DECLARATIONS	09/30/19	07/10/19
80-02-0282	1-15	SUPP DEC FOR BROADCASTERS PROPERTY	09/30/19	07/10/19
80-02-0286	10-07	SUPP DEC FOR BROADCASTERS PROP BI/R&D INCOME	09/30/19	07/10/19
80-02-1000	6-05	BUILDING AND PERSONAL PROPERTY	09/30/19	07/10/19
80-02-1004	7-03	BUSINESS INCOME WITH EXTRA EXPENSE	09/30/19	07/10/19
80-02-1017	7-03	ELECTRONIC DATA PROCESSING PROPERTY	09/30/19	07/10/19
80-02-1018	7-03	EXTRA EXPENSE	09/30/19	07/10/19
80-02-1047	7-03	MOBILE EQUIPMENT	09/30/19	07/10/19
80-02-1048	7-03	ACCTS REC, FINE ARTS, MONEY & SEC, VAL PAPERS	09/30/19	07/10/19
80-02-1095	7-03	IMPAIRMENT OF COMPUTER SERVICES-MALICIOUS PGM	09/30/19	07/10/19
80-02-1097	6-05	PROPERTY/BI CONDITIONS & DEFINITIONS	09/30/19	07/10/19
80-02-1110	10-07	BROADCASTERS EXTENSION FOR PROPERTY INSURANCE	09/30/19	07/10/19
80-02-1357	7-03	WATER DEDUCTIBLE OR WAITING PERIOD	09/30/19	07/10/19
80-02-1359	6-05	SPECIAL PROPERTY AND BUSINESS INC. DEDUCTIBLE	09/30/19	07/10/19
80-02-1644	5-04	ELECTRONIC DATA AND PERIL CHANGES	09/30/19	07/10/19
80-02-1658	1-15	CAP ON CERT. TERRORISM LOSSES (ALL PREMISES)	09/30/19	07/10/19
80-02-1946	8-03	PENNSYLVANIA MANDATORY	09/30/19	07/10/19
80-02-5250	5-08	ORD OR LAW & EXISTING GREEN STANDARDS LPB	09/30/19	07/10/19
80-02-5310	1-14	MECH, OR ELECT, SYSTEM OR APPARATUS DEF AMEND	09/30/19	07/10/19
80-02-5355	1-15	SPECIAL WAITING PERIOD PROVISION ADDED	09/30/19	07/10/19
80-02-5357	1-15	ADDITIONAL COVG ADDED - PROHIBITION OF ACCESS	09/30/19	07/10/19

Property Insurance CHUBB

Schedule of Mortgagees And Loss Payees

M.S. ACQUISITIONS AND HOLDINGS 535 ROUTE 38 EAST SUITE 100 CHERRY HILL, NJ 08002

Chubb Group of Insurance Companies 202B Hall's Mill Road Whitehouse Station, NJ 08889

Issued by the stock insurance company indicated below, herein called life corrupny.

VICE ANY HARDINANCE

Incorporated under the **NEW YORK**

KEH INSURANCE AGENCY, INC. 1415 MARLTON PK E STE501 CHERRY HILL, NJ 08034-0000

FOR CY PHYSIA

SEPTEMBER 30, 2019 To: SEPTEMBER 30, 2020

M . standard time at the Named Insured's mailing address shown above.

1 535 ROUTE 38 CHERRY HILL, NEW JERSEY COUNTY OF CAMDEN

> CENTRIC BANK PO BOX 62090 HARRISBURG PA

2 PYNE POYNT PARK ANTENNA SITE JUNCTURE OF 6TH, 7TH & ERIE STREETS CAMDEN, NEW JERSEY 08101 COUNTY OF CAMDEN

> CENTRIC BANK PO BOX 62090 HARRISBURG PA

Issue Date: JULY 10, 2019 Property Insurance continued

Premises Summary (continued)

PREMISES # 3

1341 N DELAWARE AVE

SUITE 509

PHILADELPHIA, PENNSYLVANIA

COUNTY OF PHILADELPHIA

CENTRIC BANK PO BOX 62090

HARRISBURG PA 17106

CENTRIC BANK PO BOX 62090

HARRISBURG, PA 17106-2090

Property Insurance

Declarations

M.S. ACQUISITIONS AND HOLDINGS 535 ROUTE 38 EAST SUITE 100 CHERRY HILL, NJ 08002

Producer No. 0031167-99999 Producer KEH INSURANCE AGENCY, INC 1415 MARLTON PK E STE501

CHERRY HILL, NJ 08034-0000

Chubb Group of Insurance Companies 202B Hall's Mill Road Whitehouse Station, NJ 08889

Policy Number 3603-87-49 BCR Effective Date SEPTEMBER 30,

Issued by the stock insurance company indicated below, herein called the company.

VIGILANT INSURANCE COMPANY

Incorporated under the NEW YORK

Pakey Perhait

SEPTEMBER 30, 2019 To: SEPTEMBER 30, 2020 M. standard time at the Named Insured's mailing address shown above.

Deductible \$ 1,000
Waiting Period 24 HOURS
Extended Period UNLIMITED

The information shown above applies to:

- all premises coverages;
- all additional coverages; and
- debris removal coverage.

and all premises shown in this and all other property declarations, unless corresponding specific information is shown as applicable to a specific premises or coverage.

535 ROUTE 38, CHERRY HILL, NJ 08002

PYNE POYNT PARK ANTENNA SITE, JUNCTURE OF 6TH, 7TH & ERIE STREETS, CAMDEN, NJ 08101

1341 N DELAWARE AVE, SUITE 509, PHILADELPHIA, PA 19125

- Branker Limits

Blanket Number and Caverages

Limits Of Insurance

\$ 390,000

INCOME WITH EXTRA

Property Insurance Issue Date: JULY 10, 2019 continued

CHUBB

Premises Coverages If "Blanket" or "Loss Limit" is shown under Limits Of Insurance as applicable to a Premises, please refer to the "Premises Coverages – Blanket Limits" section or the "Loss Limits Of Insurance" section above to determine the Limit Of Insurance applicable to such Premises. "Blanket" limits are numbered for ease of reference. If a specific limit is shown under Limits Of Insurance for a Premises Coverage, that Limit applies to such coverage, even if a "Blanket" limit applies to other Premises Coverage at such premises.

535 BOUTE 38 CHERRY HILL

PERSONAL PROPERTY
AUTOMATIC INCREASE IN LIMITS
DEDUCTIBLE
BUSINESS INCOME WITH EXTRA EXPENSE

Limits Of Insurance
\$ 16,224

\$ 16,224

\$ 10,000

BLANKET 1

PYNE POYNT PARK ANTENNA SITE JUNCTURE OF 6TH, 7TH & ERIE STREETS CAMDEN, NEW JERSEY 08101

		Limits Of Insurance
BUILDING		\$ 54,080
AUTOMATIC INCREASE IN LIMITS	4%	2.10.000
DEDUCTIBLE	\$ 10,000	
PERSONAL PROPERTY	3	\$ 27,040
AUTOMATIC INCREASE IN LIMITS	4%	
DEDUCTIBLE	\$ 10,000	
BUSINESS INCOME WITH EXTRA EXPENSE		BLANKET 1
TOWERS OR ANTENNAS		\$ 100,000
DEDUCTIBLE	\$ 10,000	

1341 N DELAWARE AVE SUITE 509 PHILADELPHIA, PENNSYLVANIA

PERSONAL PROPERTY
AUTOMATIC INCREASE IN LIMITS
DEDUCTIBLE
BUSINESS INCOME WITH EXTRA EXPENSE

Limits Of Insurance
\$ 221,728
4%
\$ 10,000
BLANKET 1

Additional Coverages

MOBILE COMMUNICATION PROPERTY

Limits Of Insurance
SEE PROPERTY

Property Insurance Issue Date: JULY 10, 2019 continued

Additional Coverages (continued)

Limits Of Insurance
SUPPLEMENTARY
DECLARATIONS

\$ 3,500

Property Insurance Issue Date: JULY 10, 2019 last page

☐ H □ B B° Property Insurance

Supplementary Declarations – Impairment Services – Malicious Programming

M.S. ACQUISITIONS AND HOLDINGS 535 ROUTE 38 EAST SUITE 100 CHERRY HILL, NJ 08002 Chubb Group of Insurance Companies 202B Hall's Mill Road Whitehouse Station, NJ 08889



Issued by the stock insurance company indicated below, herein called the company.

NICHANIA MENTANCE

Incorporated under the NEW YORK

KEH INSURANCE AGENCY, INC 1415 MARLTON PK E STE501 CHERRY HILL, NJ 08034-0000

Policy Period

From: SEPTEMBER 30, 2019 To: SEPTEMBER 30, 2020 12:01 A.M. standard time at the Named Insured's mailing address shown above.

The Limits Of Insurance shown below:

- •
- apply anywhere within the Coverage Territory;
- apply when the applicable coverage has been excluded as shown in the Declarations or by endorsement

You may purchase increased Limits Of Insurance, and we will charge you an additional premium. If you purchase increased Limits Of Insurance, the Limits Of Insurance shown in the Declarations will reflect your total Limit Of Insurance, including the Limits Of Insurance shown below. Any applicable deductible will be shown in the Declarations with the coverage. If no deductible is shown in the Declarations with the coverage, then the Property Deductible will apply. Extra Expense is not subject to any deductible,

IMPAIRMENT OF COMPUTER SERVICES

OUTSIDE ATTACK - ANNUAL AGGREGATE

INSIDE ATTACK

\$ 100,000 OUTSIDE ATTACK - PER OCCURRENCE

PYTOTE MANAGEMENT

*Material Company of the Company of

Chubb. Insured.™

□H□BB° Property Insurance

Supplementary Declarations For Broadcasters Property

M.S. ACQUISITIONS AND HOLDINGS 535 ROUTE 38 EAST SUITE 100 CHERRY HILL, NJ 08002 Chubb Group of Insurance Companies 202B Hall's Mill Road Whitehouse Station, NJ 08889



Issued by the stock insurance company indicated below, herein called the company.



Incorporated under the NEW YORK

KEH INSURANCE AGENCY, INC 1415 MARLTON PK E STE501 CHERRY HILL, NJ 08034-0000

Policy Period

From: SEPTEMBER 30, 2019 To: SEPTEMBER 30, 2020 12:01 A.M. standard time at the Named Insured's mailing address shown above.

Covered Premises \$500,000 Blanket Limit Of Insurance

The Blanket Limit Of Insurance shown above applies only for the Premises Coverages shown below. Unless otherwise stated, this Blanket Limit Of Insurance applies separately at each covered premises shown in the Declarations. This Blanket Limit Of Insurance applies in excess of the applicable deductible shown in the Declarations.

At time of loss, the first Named Insured may elect to apportion this Blanket Limit Of Insurance to one or any combination of the Premises Coverages shown, but under no circumstance will the aggregate apportionment be permitted to exceed the Blanket Limit Of Insurance shown above at any one covered premises. For the purpose of the application of this \$500,000 Blanket Limit Of Insurance, all property at one premises shall constitute a single premises.

Separate specific Limits Of Insurance may be purchased for each of these Premises Coverages. If purchased, these Limits Of Insurance and any applicable deductible will be shown in the Declarations with the Premises Coverages. If no deductible is shown in the Declarations with the Premises Coverages, then the Property Deductible will apply. When a specific Limit Of Insurance is purchased for any of these Premises Coverages, such specific Limit Of Insurance will apply in addition to whatever amount the first Named Insured apportions to that coverage at time of loss as provided in the previous paragraphs,

included in Tra-

ACCOUNTS RECEIVABLE
ELECTRONIC DATA PROCESSING PROPERTY
FINE ARTS
LEASEHOLD INTEREST BONUS PAYMENT,
PREPAID RENT,
SUBLEASE PROFIT,
TENANTS' LEASE INTEREST

LEASEHOLD INTEREST – UNDAMAGED
TENANT'S IMPROVEMENTS & BETTERMENTS
MEDIA LIBRARY
NON – OWNED DETACHED TRAILERS
OUTDOOR TREES, SHRUBS, PLANTS OR LAWNS
PERSONAL PROPERTY OF EMPLOYEES
PUBLIC SAFETY SERVICE CHARGES
RESEARCH AND DEVELOPMENT PROPERTY
VALUABLE PAPERS

Property Coverages

The Limits Of Insurance shown below:

- are provided for the Premises Coverages and Additional
- apply separately at each premises shown in the Declarations,
 apply anywhere within the Coverage Territory:

for the following Additional

- -
- No. of Person
- Year
- -
- Mobile Communication Property (greater than 1,000 feet from a premises shown in the Declarations);
- apply when the applicable coverage has been excluded as shown in the Declarations or by endorsement

The family Of Justiniage her:

- .
- Preparation Of Lone Fees,

each premises shown in the Declarations or anywhere within the Coverage Territory.

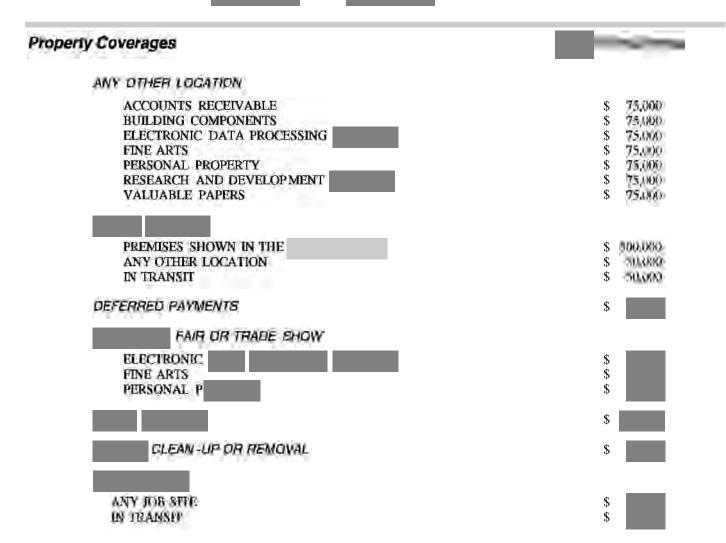
You may purchase increased Limits Of Insurance, and we will charge you an additional premium. If you purchase increased Limits Of Insurance for any of these coverages, the Limits Of Insurance shown in the Declarations will reflect your total Limit Of Insurance, including the Limits Of Insurance shown below. Any applicable deductible will be shown in the Declarations with the coverage. If no deductible is shown in the Declarations with the coverage, then the Property Deductible will apply. Extra Expense Coverage is not subject to any deductible.

Paris expense is subject

- Business Income With Extra Expense contract and Business Income With Extra Expense And
 Development Income contract if purchased; or
- Extra Expense contract, if the Business Income With Extra Expense contract or Business Income With Extra Expense
 And Research And Development Income contract is not purchased.

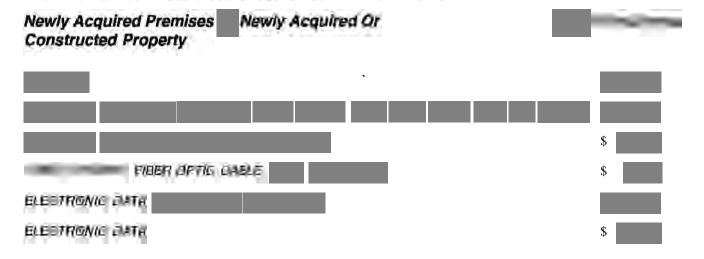
□H□BB° Property Insurance

Supplementary Declarations



roperly Coverages	
A CONTROL ENGINEER AND E	A. A.W.
ACCOUNTS RECEIVABLE	\$ 30,000
BUILDING COMPONENTS	\$ 50,000
ELECTRONIC DATA PROCESSING	\$ 50,000
FINE ARTS	\$ 50,000
PERSONAL PROPERTY	\$ 30,000
VALUABLE PAPERS	\$ 50(ANX)
	\$
	\$
	\$
MOBILE COMMUNICATION PROPERTY (GREATER THAN 1,000 FEET FROM A SHOWN IN THE DECLARATIONS)	\$
MOBILE EQUIPMENT	\$
ON PREMISES	\$
OFF PREMISES	\$
CLEAN-UP OF REMOVAL	\$
	\$
	\$
	\$

The following displays the Coverages and the applicable Limits Of Insurance for:



CHUBB	Property Insurance	
	Supplementary Declarations	
Newly Acquired Premi Constructed Property		
POMMONICATION		\$
		\$
		\$

You may purchase increased Limits Of Insurance for any of the Newly Acquired Premises or Newly Acquired or Constructed Property Limits Of Insurance shown above and we will charge you an additional premium. If you purchase such increased Limits Of Insurance, the Limits Of Insurance shown in the Declarations will reflect your total limit, including the Limits Of Insurance shown above.

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Approximately the second of th

Chubb. Insured.™

☐ H □ B B° Property Insurance

Supplementary Declarations For Broadcasters Property – Business Income

and

M.S. ACQUISITIONS AND HOLDINGS 535 ROUTE 38 EAST SUITE 100 CHERRY HILL, NJ 08002 Chubb Group of Insurance Companies 202B Hall's Mill Road Whitehouse Station, NJ 08889



Issued by the stock insurance company indicated below, herein called the company.

VIGILANI HIEUTANICE

Incorporated NEW YORK

KEH INSURANCE AGENCY, INC 1415 MARLTON PK E STE501

CHERRY HILL, NJ 08034-0000

Policy ₽eriod

From: SEPTEMBER 30, 2019 To: SEPTEMBER 30, 2020 12:01 A.M. standard time at the Named Insured's mailing address shown above.

Additional Business Income Coverages

The Limits Of Insurance shown below are provided for the Premises Coverages and Additional Coverages shown at no additional cost to you. You may purchase increased Limits Of Insurance, and we will charge you an additional premium. If you purchase increased Limits Of Insurance for any of these coverages, the Limits Of Insurance shown in the Declarations will reflect your total Limit Of Insurance, including the Limits Of Insurance shown below.

Except for Dependent Business Premises, Any Other Location, Exhibition, Fair or Trade Show, Mobile Equipment and Preparation Of Loss Fees, the Limits Of Insurance shown below apply at each premises for which you have purchased a Limit Of Insurance for Business Income as shown in the Declarations.

Of Insurance for Dependent Business Premises applies

- at each of your premises for which you have purchased a Limit Of Insurance for Business Income as shown in the Declarations;
- separately to each occurrence, regardless of the number of dependent business premises that mando cover 1 the rephysical loss or damage, and
- only if such direct physical loss or damage causes a business income loss (or extra expense loss if Business Income With Extra Expense is purchased) at your premises for which you have purchased a Limit Of Insurance for Business Income as shown in the Declarations,

provided that actual loss for such premises is the direct dependent business premises.

Property Insurance continued

If you increase the \$250,000 Limit of Insurance for Dependent Business Premises as provided for in this Supplementary Declarations, such increased limit of insurance:

- will be shown in the Declarations and will reflect your total Dependent Business Premises Limit the applicable dependent business premises shown in the Declarations; and
- is the most we will pay in any occurrence at premiars in which a Limit Of Insurance for Business Income is shown in the Declarations.

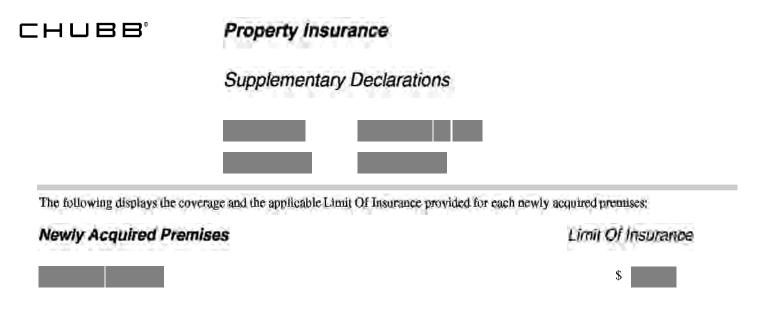
The Limit Of Insurance for Any Other Location or Pahibition, applies within the Coverage Territory of this policy.

The Limit Of Insurance for Mobile Equipment applies to mobile equipment located away from premises shown in the Declarations within the Coverage Territory.

The Limit Of Insurance for Preparation Of Loss Fees applies at each premises shown in the Declarations or anywhere within the Coverage Territory.

Income Coverages	ome Coverages Limit Of Insurance	
ANY OTHER LOCATION	\$	50,000
CONTRACTUAL PENALTIES	\$	25,000
DEPENDENT BUSINESS PREMISES	\$	250,000
EXHIBITION, FAIR OR TRADE SHOW	\$	25,000
INGRESS & EGRESS	\$	50,000
LOSS OF INTERCONNECT SERVICES	\$	10,000
LOSS OF ON-LINE ACCESS SERVICES	\$	10,000
LOSS OF UTILITIES	\$	25,000
MOBILE EQUIPMENT	\$	10,000
POLLUTANT CLEAN-UP OR REMOVAL	\$	25,000
PREPARATION OF LOSS FEES	\$	25,000

continued Property Insurance



Quell 2

Authorized Representative

Chubb. Insured.™



Personal Property

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Words and phrases that appear in **bold** print have special meanings and are defined in the Property/Business Income Conditions And Definitions form included in this policy.

Throughout this contract, the words "you" and "your" refer to the Named Insured shown in the Declarations of this policy. The words "we", "us" and "our" refer to the company providing this insurance.

Premises Coverages

The following Premises Coverages apply only at those premises for which a Limit Of Insurance applicable to such coverages is shown in the Declarations.

as alterwise provided, the law or dumper must

- to ______ A to _____ (6 = 0.6
- the premises shown in the Declarations.

Building Or Personal Property



•

caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Building Or Personal Property shown in the Declarations.

Burglary Damage To Building

We will pay for direct physical loss or damage to a building;

- you do not own;
- for which you are contractually liable,

caused by or resulting from burglary or any attempt at burglary, not to exceed the Limit Of Insurance for Personal Property shown in the Declarations for the premises where the loss or damage occurred.

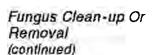
This Premises Coverage does not

- to ensuing loss or damage caused by or resulting from a peril.
- Of Insurance for Building applicable to the premises, where the lass or domesm is shown in the Declarations.

Fungus Clean-up Or Removal

We will pay the costs you incur to clean up, remove, restore or replace covered property because of the presence of **fungus** at the premises shown in the Declarations.

The most we will pay at the premises for the sum of all such covered costs that occur during each separate 12-month policy period, regardless of whether this Premises Coverage appears in any other contract or contracts that form part of this policy is the applicable Limit Of Insurance for Fungus Clean-up Or Removal shown in the Declarations.



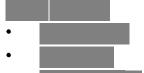
We will not pay for the costs to test for, monitor, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of **fungus**, other than payment for testing that is performed during the clean-up or removal of **fungus**.

This Premises Coverage does not apply if the presence of fungus;

- A. Is caused by an results from:
 - is excluded under this insurance;
 - moisture, other than water or flood, insurance;

 would be covered under this
- B. existed prior to the effective date shown in the Declarations;
- C. is not reported to us in writing as soon as possible after you first become aware, or in the exercise of reasonable care, should have become aware, of the presence of fungus; or
- be at premises that has been specifically excluded in the Declarations or by endorsement to this policy.

Leasehold Interest -Bonus Payment, Prepaid Rent, Sublease Profit, Tenants' Lease Interest



.

loss you incur directly resulting from the cancellation of your written lease for the premises shown in the Declarations, not to exceed the applicable Limit Of Insurance for:

•

•

•

shown under Lessehold Interest

Cancellation of the lease must be:

•

by a valid condition of your lease;

due to direct physical loss or damage to a building caused by or resulting from a peril
otherwise excluded at the premises shown in the Declarations.

Leasehold Interest -Undamaged Tenant's Improvements And Betterments We will pay for the value of undamaged **tenant's improvements and betterments** when your lease is canceled;

- by the lessor; and
- by a valid condition of your lease,

CHUBB

Leasehold Interest -Undamaged Tenant's Improvements And Betterments (continued)

due to direct physical loss or damage to **building** or **personal property** caused by or resulting from a peril not otherwise excluded at the premises shown in the Declarations, not to exceed the applicable Limit Of Insurance for Leasehold Interest – Undamaged Tenant's Improvements And Betterments shown in the Declarations.

Loss Of Master Key

We will pay for the reasonable and necessary costs you incur to:

- new

due to direct physical loss or damage to a master key or grand master key caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Loss Of Master Key shown in the Declarations.

Loss Prevention Expenses

We will pay the reasonable and necessary costs you incur to protect:

- building;
- · arvionama granuma,

at the premises shown in the Declarations from imminent direct physical loss or damage caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Loss Prevention Expenses shown in the Declarations.

To the extent possible, monty many your mann halors you take any loss prevention action.

In any eveni, you must notify us within forty-orghi bours after you have taken any loss prevention action.

Non-Owned Detached Trailers

We will pay for direct physical loss or damage to **non-owned detached trailers** caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Non-Owned Detached Trailers shown in the Declarations.

Outdoor Trees, Shrubs, Plants Or Lawns

We will pay for direct physical loss or damage to **outdoor trees, shrubs, plants or lawns** at premises you own, rent or occupy, shown in the Declarations, caused by or resulting from:

- •
- .
- •
- •
- or self-properted inistites,

Outdoor 7	rees, Shrubs,
Plants Or	Lawns
(continued,	

not to exceed the applicable Limit Of Insurance for Outdoor Trees, in the Declarations.

Plante i ir bayon davvo

Pair And Set

We will pay for consequential loss to undamaged personal property that is part of:

•

which has become unmarketable as a complete product, because of covered direct physical loss or damage to **personal property** which is part of the same product, not to exceed the applicable Limit Of Insurance for Pair And Set shown in the Declarations.

This Premises Coverage applies only when you have purchased a Limit Of Imaminee for Personal Property.

Personal Property Of Employees

We will pay for direct physical loss or damage to **personal property of employees** caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Personal Property Of Employees shown in the Declarations.

We will also pay for direct physical loss or damage to **personal property of employees** caused by or resulting from a peril not otherwise excluded while such **personal property of employees** is away from your premises for the purpose of performing duties relating to the conduct of your business, not to exceed \$2,500 for any one employee or \$10,000 in the aggregate for any **occurrence**, regardless of the number of employees.

Processing Water

We will pay the cost you incur to replace water that is used in your processing operations and contained in any:

.

processing equipment;

any associated above-ground pining,

when such water has been released or rendered unusable for its intended purpose as a direct result of direct physical loss or damaged to such tank, equipment or piping caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Processing Water shown in the Declarations.

The low or damage must

This Premises Coverage does not apply to fire protection equipment,

Premises (continued)

Public Salety Charges

- assume under any communi
- are required to pay by local

in effect at the time of the direct physical loss or damage, if a fire department or other municipal agency charged with preserving public safety is called to save or protect **building**, **personal property** or **research and development property** from direct physical loss or damage caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Public Safety Service Charges shown in the Declarations.

Removal

We will pay for direct physical loss or damage to building components, personal property or research and development property while;

- being moved to another location or returned from such location to its original
- promonantity may be

if you must move the **building components**, **personal property** or **research and development property** from such location to preserve it from imminent loss or damage caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Building, Personal Property or Research And Development Property shown in the Declarations.

Research And Development Property

We will pay for:

- direct physical loss or damage to research and development property caused by or resulting from a peril not otherwise excluded; and
- the necessary and reasonable additional cost you incur to repair or replace research and development property that has been lost or damaged by a peril not otherwise excluded,

not to exceed the applicable Limit Of Insurance for Research and Development the Declarations:

These additional costs must be in excess of the cost you would otherwise incur to repair or replace lost or damaged **research and development property** in order to meet your last scheduled introduction date (prior to loss or damage) for any new product which is based on such **research** and **development property**.

Additional Coverages

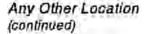
The following Additional Coverages apply within the coverage territory.

Any

We will pay for direct loss or damage caused by or resulting from a peril' excluded to:

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- •
- dershipment arapera,

Property Insurance





Arson Or Theft Reward

We will pay a reward of 25% of the covered loss or damage, up to a maximum of \$25,000, for information leading to a felony conviction arising out of direct physical loss or damage to covered property caused by or resulting from arson, larceny, burglary or vandalism.

Deferred Payments

We will pay for your interest in **personal property** that suffers direct physical loss or damage caused by or resulting from a peril not otherwise excluded and sold by you under a conditional or trust agreement or any installment or deferred payment plan;



is shown under Any Other Location in the Declarations.

after delivers to busers.

to exceed the applicable Limit Of Insurance for Deferred Payments shown in the Declarations, by the buyer of such agreement

This Additional Coverage applies only if a Limit Of Insurance for Deferred Payments is shown in the Declarations.

CHUBB

Additional Coverages

(continued)

Exhibition, Story We will pay for direct physical loss or damage to personal property caused by or resulting from a peril not otherwise excluded while:

- in transit to or from any exhibition.
- •

not to exceed the applicable Limit Of Insurance for Personal Property shown under Exhibition, Or Trade Show in the Declarations.

- electronic data processing property;

This Additional Coverage applies only if a Limit Of Insurance for Personal Property of Mown under Exhibition, Fair Or Trade Show in the Declarations.

Fire Protection Equipment We will pay the cost you incur to refill your discharged fire protection equipment whether or not there is direct physical loss or damage to property.

This Additional Coverage is provided regardless of whether a Limit Of Insurance is shown in the Declarations.

Installation

We will pay for direct physical loss or damage to **personal property** caused by or resulting from a peril not otherwise excluded while such **personal property** is:

- A. ob site or temporarily warehoused elsewhere;
 - awaiting and during installation;
 - awalting and during tests;
 - awaiting acceptance by the buyer,

not to exceed the applicable Limit Of Insurance for Any Job Site shown under Installation in the Declarations; or

B. in transit to or from such job site or temporary warehouse, not to exceed the applicable Limit Of Insurance for In Transit shown under Installation in the Declarations.

pay for any loss or damage to:

- of or destined to become part
- •

Coverage ends when the first of the following occurs:

- the buyer accepts the personal
- to use for its intended purpose;

Installation (continued)

this policy is terminated

This Additional Coverage applies only if a Limit Of Insurance for Any Job Site or In Transit shown under Installation in the Declarations.

Transit

We will pay for direct physical loss or damage to;

- A, personal property, building components, or research and development property while in transit:
- B. personal property being shipped FOB or on other similar terms after the title of a shipment passes to the consignee; or
- personal property which has been refused by the consignee, from the time such property has been refused until:
 - time such property is returned to your premises;
 - 2. 14 consecutive days after such property has been refused,

whichever poeurs line.

caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Personal Property, Building Components or Research And Development Property shown under In Transit in the Declarations.

- provide us with your written consent
- ----
- the necessary additional expenses you incur to inspect, repackage and reship personal property damaged by a peril not otherwise excluded;
- B. general average and salvage charges that may be assessed against one cave or property shipments that are waterborne; and
- loss or damage to personal property during loading and unloading of that transporting conveyance, by a peril not otherwise excluded,

not to exceed the applicable Limit Of Insurance for Presonal Property shown under In Transit Declarations.

- to any personal property, building components or research while in transit to or from any exhibition, fair or trade show;
- · when you are acting as a carrier for hire;
- If you have purchased separate ocean marine insurance that mover, any provincy for
- to electronic data processing property;

CHUBB	Building	
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la Transil (mathagen)

- •
- to loss or damage to any property insured under the International Air Shipments Additional Coverage.

International Air Shipments

We will pay for direct physical loss or damage to **personal property** caused by or resulting from a peril not otherwise excluded while being shipped by air to or from:

- the contiguous United States of America;
- . .
- •
- .
- •
- territories or possessions of the United States of America or Canada,

and points worldwide, not to exceed the applicable Limit Of Insurance for Personal Property shown under International Air Shipments in the Declarations. This coverage applies from the delivery of **personal property** at the point of origin shown in the air waybill until it is discharged at the destination shown in the air waybill.

- property while being shipped by air to or from any exhibition,
- if you have purchased separate ocean marine insurance which covers any personal being shipped by air;
- If you are required to provide a negotiable special cargo policy of insurance to any seller, buyer or bank;
- to electronic data processing property;
- •
- to loss or damage to any property insured under the In Transit

Newly Acquired Property

We will pay for direct physical loss or damage to:

- building under construction in existing or newly acquired premises;
- umyly, acquired premises;
- newly acquired personal existing premises shown in the Declarations

caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Building or Personal Property shown in the Declarations under Newly Acquired Premises or Newly Acquired or Constructed Property.

Newly Acquired Property (continued) Coverges applies until of the following occurs:

- you report the value of the building or personal property at the newly acquired premises to
 us and we add such building or personal property to this policy;
- you report the value of the newly acquired personal property at the existing premises shown in the Declarations, and we add such personal property to this policy;
- 180 days pass from the date you acquire the premises, begins on the building; or

We will charge you additional premium for the reported values from the date you acquire the premises or **personal property**, or construction begins on the **building**, if we add such premises, **personal property** or **building** to this policy.

Personal property being moved from a vacated premises to a new newly acquired personal property.

Pollutant Clean-up Or Removal

We will pay the costs you incur to clean up or remove pollutants from land, water or air:

- A. at the premises shown in the Declarations and either inside or outside of a building; or
- B. h de pollulario wen pare
 - 1.
 - 2. accompanie arapenie
 - 3.

if the discharge, dispersal, seepage, migration, release or escape of the **pollutants** is caused by or results from a peril not otherwise excluded.

The costs will be paid only if they are reported to us in writing within 180 days of the date the peril occurred which caused or resulted in the discharge, dispersal, seepage, migration, release or escape of the **pollutants**.

a premises shown in the Declarations;

• in

for all such covered costs that occur during each separate 12-month policy period, regardless of whether this Additional Coverage appears in any other contract or contracts that form part of this policy, is the applicable Limit Of Insurance for Pollutant Clean-up Or Removal shown in the Declarations.

We will not pay for the costs to test for, monitor, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of **pollutants**, other than payment for testing that is performed during the clean up or removal of the **pollutants** from the land, water or air, either inside or outside of a **building**.

CHUBB

Additional Coverages

Pollutant Clean-up Or Removal (continued) This Additional Coverage does not upply at the the house, escape of pollutants:

- is caused by or results from a peril is excluded under this insurance;
- occurred prior to the effective date shown in the Declarations.

Preparation Of Loss Fees

We will pay the reasonable and necessary expenses we require you to incur after covered direct physical loss or damage to;

- building;
- •
- Immersy of employees
- · arvingonous gropers:
- •

to determine the extent of such loss or damage, not to exceed the applicable Limit Preparation Of Loss Fees shown in the Declarations.

apply to any expenses you incur for any:

- •
- of your subsidimites or affillales.

Salespersons' Samples

We will pay for direct physical loss or damage to **salespersons' samples** caused by or resulting from a peril not otherwise excluded, not to exceed the Limit Of Insurance for Salespersons' Samples shown in the Declarations.

This Additional Coverage applies only if a Limit Of Insurance for Subspersons' in the Declarations.

Debris Removal Coverage

The following Debris Removal Coverage applies.

- pay for the costs you toger to:
 - demolish and remove debris of damaged building, personal property, personal
 property of employees or research and development property caused by or
 resulting from a peril not otherwise excluded that occurs during the policy period;
 - remove debris of damaged outdoor trees, shrubs, plants or lawns at the premises shown in the Declarations, caused by or resulting from the perils of fire, lightning, explosion, riot or civil commotion or aircraft or self-propelled missiles that occurs during the policy period.
- B. pur for define remayal
 - 25% of the sovered along

Debris Removal Coverage

Debris Removal (continued)

- the remaining applicable Limit Of Insurance for Building, Personal Property, Personal Property Of Employees, Research and Development Property or Outdoor Trees, Shrubs, Plants Or Lawns shown in the Declarations, after payment of the covered direct physical loss or damage.
- C. If the amount in B, above is insufficient to pay the debris removal, we will pay the remaining debris removal, subject to the applicable Limit Of Insurance shown under Debris Removal in the Declarations.

We will also pay up to \$1,000 for the costs you incur at each premises to remove debris that is blown onto your premises by wind, if the wind would be covered by this insurance.

- reported to us in writing within 180 days of the date of the direct physical loss or damage to the building, personal property, personal property of employees, research and development property or outdoor trees, shrubs, plants or lawns;
- a Limit Of Insurance applicable to the damaged building, personal property, personal property of employees, research and development property or outdoor trees, shrubs, plants or lawns is shown in the Declarations.
- a. clean up or remove pollutants from land,
 - clean up, remove, restore or replace covered property because of the presence of fungus; or
 - c. restore or replace pollured land; either inside or outside of a building;
- demolish and clear the site of the undamaged portion of the building.

Policy Exclusions

The following Policy Exclusions apply to all the coverages in this contract.

This insurance does not apply to loss or damage caused by or resulting from acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

This Acts Or Decisions exclusion does not apply to ensuing loss or damage caused by or resulting from a peril not otherwise excluded.

Business Errors

This insurance does not apply to loss or damage caused by or resulting from errors in the:

- altering;
- •
- •
- •

Policy Exclusions

Business Errors (continued)



- •
- .

This Business Errors exclusion does not

- results to other covered property:
- ensuling loss or damage caused by or resulting from a peril

This insurance does not apply to loss or damage caused by or resulting from fraudulent, dishonest or criminal acts or omission committed alone or in collusion with others by you, your partners, members, officers, managers, directors, trustees, employees, anyone performing acts coming within the scope of the usual duties of your employees, or by anyone authorized to act for you, or anyone to whom you have entrusted covered property for any purpose.

This Dishunesty exclusion does not



- acts committed by carriers or warehousemen for hire or anyone claiming to be a carrier or warehousemen for hire, other than;
 - imistres and employees;
 - anyone performing acts coming within the scope of the usual employees; or
 - 3. unyone milharized to yet
- ensuing loss or damage caused by or resulting from a peril

Governmental Or Military Action

This insurance does not apply to loss or damage caused by or resulting from seizure, confiscation, expropriation, nationalization or destruction of property by order of governmental or military authority, whether de jure or de facto, regardless of any other cause or event that directly or indirectly:

- contributes consumently to:
- contributes in any sequence to.

even If such other cause or event would otherwise be covered.

Policy Exclusions

Governmenta	Or Military
Action	100 100 100 100 100
(continued)	

This Governmental Or Military Action exclusion does not apply to loss or damage caused by or resulting from acts of destruction ordered by governmental or military authority:

- A. where the covered time of a time to prevent if the fire would be covered under this instrumes of
- B. of destruction is made necessary by direct
 - 1.
 - a conveyance in or on which personal

caused by or resulting from a specified peril

Inherent Vice/Latent Defect

This insurance does not apply to loss or damage caused by or resulting from inherent defect.

- loss or damage caused by or resulting from a specified peril;
- ensuing loss or damage caused by or resulting from a specified peril

Insects Or Animals

This insurance does not apply to loss or damage caused by or resulting from nesting or infestation by, or discharge or release of waste products or secretions of any insect or other animal.

This Insects Or Animals exclusion does not apply to ensuing loss or damage caused by or resulting from a peril not otherwise excluded.

Mechanical Breakdown (Other Than Abrupt And Accidental)

This insurance does not apply to loss or damage caused by or resulting from mechanical breakdown,

This Mechanical Breakdown (Other Than Abrupt And Accidental) exclusion does not apply to:

A. abrupt and accidental breakdown of mechanical or electrical system or apparatus which causes direct physical loss or damage to all or part of that mechanical or electrical system or apparatus provided the direct physical loss or damage becomes manifest at the time of the breakdown that caused it.

Abrupt and accidental brenkdown of mechanical system or apparatus does not include:

- Oxidemon or reto e-pun;
- buildequate or defective design, specifications or installation;
- failure of mechanical or electrical system or apparatus to perform in accordance with plans or specifications; or
- freezing caused by or resulting from weather conditions;
- B. ensuing loss or damage caused by or resulting from a peril

Building

Policy Exclusions (continued)

Mostin - Light and

This insurance does not apply to loss or damage caused by or resulting from nuclear reaction or radioactive contamination, regardless of any other cause or event that directly or indirectly:

- contributes consumently to:
- contributes in any sequence to.

even If such other cause or event would otherwise be covered.

This Nuclear Hazard exclusion does not apply to ensuing loss or damage to:

- •
- •
- property of employees,
- development grapente,

caused by or resulting from fire, if the fire would be covered under this insurance and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

Planning, Design, Materials Or Maintenance This insurance does not apply to loss or damage (including the costs of correcting or making good) caused by or resulting from any faulty, inadequate or defective;

- planning, zoning, development, surveying, siting;
- design, specifications, grading, compaction;
- magenals used in repair; renovation or remodeling;
- •

of any property on or off the premises shown in the Declarations.

This Planning, Design, Materials Or Maintenance exclusion does not make to continue how or damage caused by or resulting from a peril not otherwise excluded.

Utility Supply Failure

This insurance does not apply to loss or damage caused by or resulting from suspension or reduction of:

- briefler power arrives;
- •
- or other communication services,

regardless of any other cause or event

- committudes communically to:
- contributes in any sequence to.

even If such other cause or event would otherwise be covered.

Policy Exclusions

Utility Supply (continued)

This Utility Supply Failure exclusion does not

- if the suspension or reduction of such services is the direct result of direct damage caused by or resulting from a peril not otherwise excluded; or
- to ensuing loss or damage caused by or resulting from a specified peril.

West And Million

This marriage does not apply to loss or damage caused by or resulting from:

- including audeoland or civil
- warlike action by a military force, including action in hindering or defending against an actual
 or expected attack, by any government, sovereign or other authority using military personnel
 or other agents; or
- Insurrection, rebellion, revolution, usurped power or action taken by governmental or military authority, whether de jure or de facto, in hindering or defending against any of these,

regardless of any other cause or event thin place indicating

- entiributes conquirently to:
- contributes in any sequence to.

eyeu If such other cause or event would otherwise be covered.

Wear And Tear

This insurance does not apply to loss or damage caused by or resulting from wear and tear or deterioration.

This Wear And Tear exclusion does not apply to ensuing loss or damage caused by or resulting from a specified peril or water.

Additional Exclusions

The following Additional Exclusions apply to all coverages in this contract except:

- In Transit Additional Coverage;
- Air Shipments Additional
- Research And Development Property Premises Coverage;
- acopar a ab 1

Chartherannic-

This marging does not apply to loss or damage caused by or resulting from:

- •
- shortage disclosed on taking inventory,

where there is no thysical

This Disappearance exclusion does not apply to ensuing loss or damage caused by or resulting from a peril not otherwise excluded.



Additional Exclusions

(continued)

This insurance does not apply to loss or damage caused by or resulting from earthquake, of any other cause or event that directly or indirectly:

- countibutes concurrently to:
- contributes in any sequence to.

eyen If such other cause or event would otherwise be covered.

This Earthquake exclusion does not apply to ensuing loss or damage caused by or resulting from a specified peril.

Errors In Systems Programming

This insurance does not apply to loss or damage caused by or resulting from:

- A. errors or omissions in the development of, programming of, or instructions to:
 - electronic data processing property;
 - 2.

electronic data which is faulty, inadequate or defective for the use intended at loss or damage.

This Errors In Systems Programming exclusion does not apply to cusuing loss or damage caused by or resulting from a specified peril.

Flood

This insurance does not apply to loss or damage caused by or resulting from:

- waves, tidal water or tidal waves; or
- overflowing or breaking of any boundary,

of any natural or man-made lakes, reservoirs, ponds, brooks, rivers, streams, harbors, oceans or any other body of water or watercourse, whether driven by wind or not, regardless of any other cause or event that directly or indirectly:

- contributes containmently to:
- contributes in any sequence to.

even If such other cause or event would otherwise be covered,

This Flood exclusion does not apply to ensuing loss or damage caused by or resulting from a specified peril.

Fungus

This insurance does not apply to loss or damage:

- which is fungus;
- which is in anyway suributed to the presence of fungus;
- caused by or resulting from fungus,

regardless of any other cause or event throughout millionally

entiributes consumently to:

Additional Exclusions

Fungus
(sontinued)

contributes in any sequence to.

eyen if such cause or event would otherwise be covered.

This Fungus exclusion does not

A. when the presence of fungus results from:

1.

2.

leakage from fire protection equipment;

4.

B. White the insurance is provided under the Fungus Clean-up Or Removal

This insurance does not apply to loss or damage caused by or resulting from the mixture of or contact between property and a **pollutant** when such mixture or contact causes the property to be impure and harmful to:

It will be other property.

•

•

•

either inside or outside of a building or other structure, regardless of any other cause or event directly or indirectly:

contributes conquirently to:

contributes in any sequence to.

eyen If such other cause or event would otherwise be covered.

This Pollulants exclusion does not

the mixture of or contact between property and **pollutants** if the mixture or contact caused by or directly results from a **specified peril**;

B. Equid or gas used to suppress fire;

C.

apply to loss or damage involving;

ymmercor reginariem;

•



Additional Exclusions

(continued)

This insurance does not apply to loss or damage caused by or resulting from settling, cracking, shrinking, bulging or expansion of land, paved or concrete surfaces, foundations, pools, **buildings** or other structures.

This Settling exclusion does not apply to ensuing loss or damage caused by or resulting from a specified peril.

Limits Of Insurance

Except as provided under Fungus Clean-up Or Removal and Pollutant Clean-up Or Removal, the most we will pay in any **occurrence** is the amount of loss or damage, not to exceed the applicable Limit Of Insurance shown in the Declarations.

If any Premises Coverage or Additional Coverage appears in more than one contract which form a part of this policy, unless otherwise specified, the applicable Limit Of Insurance shown in the Declarations for such coverages is the most we will pay in any **occurrence**, regardless of the number of contracts in which such Premises Coverage or Additional Coverage appears.

Building Extended Limit Of Insurance

If an Extended Limit Of Insurance for Building is shown in the Declarations, the most we will pay in any **occurrence** is the amount of loss or damage, not to exceed 125% of the applicable Limit Of Insurance for Building shown in the Declarations.

Of Insurance for Building;

- applies only to a premises shown in the Declarations for which the Extended Limit Insurance is shown; and
- does not apply to any Limit Of Insurance applicable to more than one building or building and any other coverage combined.

Automatic Increase In Limits

The Limits Of Insurance for Building or Personal Property will automatically increase by the annual percentage shown in the Declarations under Automatic Increase In Limits, At the time of loss or damage, the amount of increase will be determined by multiplying the applicable Limit Of Insurance shown in the Declarations by the percentage of annual increase applied on a pro rata basis.

This Automatic Increase In Limits:

- applies only to a premises shown in the Declarations for which the Automatic Increase In Limits is shown; and
- B. or Insurance applicable to:
 - traces that people building:
 - property in more than one building;
 - 3. 00 0 0 0 F 1000 1 0000
 - property combined with any other coverage,

	Subject to the applicable Limit Of Insurance, we will pay the amount of loss or damage, after application of Coinsurance if applicable, in excess of the applicable deductible amount shown in the Declarations for each occurrence.		
	If two or more deductibles apply to the same occurrence , apply, unless otherwise stated.	Marcis cimbarjible woll	
Loss Payment Basis	The following Loss Payment Basis provisions apply to all coverages corunless otherwise stated.	ntained within this contract,	
	A. covered property is valued on a replacement hasis as describe	d below.	
	1. Basis shown in the Declarations is Actua	il	
	2. otherwise stated under Loss Payment		
	B. valuation also includes, for building or personal property , costs you incur as described below under Ordinance Or Law, Construction Fees, Brands And Labels and Extended Warranties.		
(journe	of loss or damage covered by this insurance, at	_	
Cytho	 psy the covered value of the lost or damaged covered property; 		
	 pay the cost of repairing or replacing the lost or damaged covered property plus any reduction in value of the repaired item; 		
	 of the covered property at an agreed or approxised value; 		
	 repair or replace the covered property with other such property of quality for the same use or occupancy. 	comparable material	
Replacement Cost Basis	Lost or damaged covered property will be valued at the cost to repair or time of loss or damage, but not more than you actually spend to repair or the same or another location for the same use or occupancy. There is no deterioration or depreciation.	r replace such property at	
	If you replace the lost or damaged covered property, incurred.	olinia emporas dobes	
	If you do not repair or replace the covered property, only pay as Cash Value Basis.	provided under Acrust	
	If you commence the repair or replacement of the lost or damaged cover months from the date of the loss or damage, we will pay you the different value previously paid and the lesser of the:		
	the time of lass or damage; costs you incor to repair or replace;		
		nomballate of the exercise	
	Payment under the Replacement Cost Basis will the cut the replacement of the covered property.	ompletion of the repairs or	
	THE RESIDENCE OF THE PARTY OF T		

Loss Payment Basis (continued)

If the Loss Payment Basis shown in the Declarations is Actual Cash Value, lost or damaged covered property will be valued at the cost to repair or replace such property at the time of loss or damage with material of like kind and quality, less allowance for each of the following:



•

Ordinance Or Law

If there is an ordinance or law in effect at the time of loss or damage that regulates zoning, land use or construction of a **building** or **personal property**, and if that ordinance or law affects the repair or replacement of the lost or damaged **building** or **personal property**, and if you:

 repair or replace the building or personal property as soon as reasonably possible, valuation will include:



- a. the replacement cost of the damaged and undamaged portions of the building or personal property; or
 - the actual cash value of the damaged and undamaged portions of the building or personal property (if the applicable Loss Payment Basis shown in the Declarations is Actual Cash Value);
- the costs to demolish and clear the site of the undamaged portion of the building or personal property; and
- 3. The increased cost to repair or replace the **building** to the same general size at the same site or **personal property** for the same general use, to the minimum standards of such ordinance or law, except we will not include any costs:
 - a. either inside or outside of a building:
 - for paved or concrete surfaces, retaining walls, foundations or supports below the surface of the lowest floor or basement, unless specifically covered by this policy, or outdoor trees, shrubs, plants or lawns;
 - incurred outside the legal property boundary of the premises shown in the Declarations:

 - e. attributable to any ordinance or law comply with before the loss; or
- B. repair or replace the building or personal
 - the actual cash value of the damaged and undamaged portions of the building or personal property; and
 - the cost to demolish and clear the site of the undamaged portion of the building or personal property.

loss or damage is caused by or results from both;

.

Payment Basis

Ordinance Or Law (continued)

•

the valuation will not include the Ordinance Or Law costs attributable to the excluded peril. Instead, the valuation will be based on that portion of such costs equal to the proportion that the covered direct physical loss or damage bears to the total direct physical loss or damage, not including Ordinance Or Law costs, unless the Ordinance Or Law applies solely to that portion of the **building** or **personal property** which suffered the covered direct physical loss or damage.

- any costs for undamaged tenant's improvements and betterments that are payable under the Leasehold Interest – Undamaged Tenant's Improvements and Betterments Premises Coverage;
- any increase in costs, loss or damage associated with the enforcement of any ordinance or law
 that requires any insured or others to test for, monitor, clean up, remove, contain, treat,
 detoxify or neutralize, or in any way respond to, or assess the effects of fungus or pollutants;
 or
- loss or damage caused by or resulting from fire which ensues from nuclear reaction or radiation, or radioactive contamination,

regardless of any other cause or even; thin the collaboration

- contributes conquirently to:
- contributes in any sequence to.

even If such other cause or event would otherwise be covered.

This Ordinance Or Law Loss Payment Basis does not apply to the Fungus Clean-up Or Removal Premises Coverage or Pollutant Clean-up Or Removal Premises Coverage.

If a maximum value for ordinance or law is shown in the Declarations, then, subject to the applicable Limits Of Insurance shown in the Declarations, such maximum value is the most consider under Ordinance Or Law.

Construction Fees

Building and **personal property** valuation includes necessary and incurred architectural, engineering, consulting, decorating and supervisory fees related to the construction and repair of the lost or damaged **building** and **personal property**.

Brands And Labels

Personal property valuation includes the cost of:

- wrappers or containers from lost
- Identifying and reconditioning lost or dimensionly remain

of loss or dummer to stock, you have two options when:

- to sell under your brand or libel;
- the owner of any lost or damaged stock in your care, custody or control
 that lost or damaged stock under the owner's brand or label,
- remove the brand or label
 remove the brand or label

SIE

HUBB®	Building	
Payment Basis		
Brands And Labels (continued)	• faind the loof to the star b	cause no further loss or damage
	Harden LyA. A critical	donovill include the difference between:
	flic mixture value of the lost	winter des Hanner en Hadwil
	• file mireage value of the lost	which the recents or linked
Extended Warranties	Personal property or building components valuation includes the pro rata portion of the original cost based on the period of time remaining in your nonrefundable extended warranties, maintenance contracts or service contracts that you purchased and which are no longer valid on lost or damaged: • building components consisting of permanently installed, or introded to be permanently installed, machinery and equipment,	
Loss Payment Basis Exceptions		
Accounts Receivable Records And Valuable Papers	Accounts receivable records and valuable and the cost of copying from a duplicate so	
Deferred Payments	When a total loss occurs, coverage for Defe your books as due from the buyer.	arred Payments is valued based on the amount shown on
	When partial loss or damage occurs and the repossess, coverage for Deferred Payments	
	If the realized value of the repossessed pers	onal
	 greater than or equal to the amount st make no payment; or 	hown on your books as due from the buyer,
	 less than the amount shown on your less any amount that was past due by 	

Finished stock and sold personal property completed and awaiting delivery are valued based on your selling price less the value of discounts and costs you would have incurred,

Finished Stock And Sold Personal Property

Loss Payment Basis Exceptions

(continued)

Gold, Gold Salts And Other Precious Metals Gold, gold salts and other precious metals are valued based on the average market cost for replacement as published by the American Metals Market during the period of 10 business days immediately preceding the date of loss or damage, or the actual sum you pay for replacement, whichever is less.

Nuclear Hazard

Building, personal property, personal property of employees, or research and development property which suffers direct physical loss or damage caused by or resulting from fire which ensues from nuclear reaction or radiation, or radioactive contamination, is valued on an actual cash value basis, subject to all other exceptions described under Loss Payment Basis Exceptions.

Personal Property Of Others, Business Personal Property You Lease And Personal Property Of Employees Personal property of others, business personal property you lease and personal property of employees are valued on the same basis as personal property, subject to all other exceptions described under Loss Payment Basis Exceptions, but we will not pay more than the amount for which you are contractually liable.

Labor, materials and services that you furnish or arrange on **personal property of others**, business personal property you lease and **personal property of employees** are valued based on the actual cost of the labor, materials and services.

Research And Development Property

If lost or damaged research and development property;

- cannot be repaired, replaced, or reproduced; or
- replaced or reproduced,

be made under this insurance,

Research And Development Property Of Others

Research and development property not owned by you is valued on the same basis as your research and development property, subject to all other exceptions described under Loss Payment Basis Exceptions, but we will not pay more than the amount for which you are contractually liable.

Stock In Process

Stock in process is valued based on the cost of raw materials and costs expended as of the date of loss or damage.

Undamaged Tenant's Improvements And Betterments

Undamaged tenant's improvements and betterments are valued based on:

- the cost to replace undamaged tenant's improvements and betterments at the time of loss
 or damage at another site if you commence replacement within 24 months following the
 termination of your lease; or
- the unamortized portion of their original cost tenant's improvements and betterments.

Property Insurance

CHUBB Loss Payment Limitations We will not pay for any loss or damage to unless such loss or damage is caused by or results from: leakage from fire protection equipment; Loss Of Market We will not pay for any loss or damage that results from loss of market, loss of use or delay. Prototypes When production of a new product begins, coverage under this contract ceases for: the prototype of that product; and ect directly associated with the new Tenant's Improvements tenant's improvements and We will not pay for that And Betterments which is paid by others.

Suspension, Cancellation License

Leasehold Interest insurance does not apply to loss caused by or resulting from the suspension, or cancellation of any license.

Property Insurance

Conditions (Including Coverage Territory)

The conditions applicable to this contract are contained in the Property/Business Income Conditions And Definitions form included in this policy. Any additional conditions are shown in the Additional Conditions section of this contract.

Additional Condition

Building Or Personal Property Coinsurance Coinsurance applies to building or personal property only when a coinsurance percentage under Building or Personal Property is shown in the Declarations.

(Sdream are your conproperty or building components while in shown in the Doctarations: any covered loss of \$100,000 or less, U comarmice applies, our marimum loss payment by drawmined as follows: determine the value of the covered building or personal property at the time of loss or A. damage in accordance with the applicable Loss Payment Basis as provided under Loss Payment Basis; В. multiply the value determined to step A, by the applicable coinsurance percentage shown in the Declarations: C. divide the applicable Limit Of Insurance for Building or Personal In process to the control of t Declarations by the amount determined in step B.; D. multiply the total amount of the covered loss or damage, before the application of any deductible, by the percentage determined in step C.; and the deductible from the amount The amount determined in step E, is the most we will pay for loss or damage, not to exceed the applicable Limit Of Insurance for Building or Personal Property shown in the Declarations. If coinsurance applies and the building or personal property is valued on a replacement cost basis and if you do not repair or replace the building or personal property, we will pay you the lesser of: or damaged building or personal or damaged building or personal property area application the replacement of coinsurance. If you commence the repair or replacement of the lost or damaged building or personal property

within 24 months from the date of the loss or damage, and if the payment made above was on an actual cash value basis, then we will pay the difference between the previous payment and the lesser of the replacement cost of the lost or damaged building or personal property at the time of:

after the application of coinsurance,



Additional Condition

Building Or Personal Property Coinsurance (continued)

- re-owthan one building:
- mare than one premiers;
- buildings out personal our personal personal

If **personal property** is insured with a separate Limit Of Insurance for **personal property** at each premises, you may elect to have coinsurance applied in either of the following ways at the time of loss or damage:

- the premises where the loss occurred;
- based on the total value of all personal property at all property is shown in the Declarations.

If the application of coinsurance results in a penalty to you, at the time of loss adjustment, you may change the Loss Payment Basis from a replacement cost basis to an actual cash value basis, if such action will increase your loss payment and reduce the coinsurance penalty.

Definitions

The definitions applicable to this contract are contained in the Property/Business Income Conditions And Definitions form included in this policy.

B R

Property Insurance

Broadcasters Extension For Property/Business Income Insurance

Introduction	3
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Amended Debris Removal Coverage	5
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Additional Exclusions	
Additional Loss Payment Basis Exception	
Additional Loss Payment Limitations	
Amended Condition	
Amended Definitions	
Additional Definitions	

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Broadcasters Extension For Property/ Business Income Insurance

All of the Property/Business Income Provisions contained in the other property, business income and extra expense forms that comprise this policy apply, unless they have been deleted or modified by this Broadcasters Extension For Property/Business Income Insurance.

The following Property Premises Coverages are added:

Property Premises Coverages

Leasehold Interest – Electronic Data Processing Equipment Subject to the terms and conditions of the Electronic Data Processing Property contract, for the difference between the actual periodic lease payment for the:

- lost or damaged electronic data processing equipment due during the unexpired term of the lease; and
- electronic data processing equipment due under the new

as a direct result of the cancellation of the lease on such lost or damaged **electronic data processing equipment**, not to exceed the applicable Limit Of Insurance for Leasehold Interest – Electronic Data Processing Equipment shown in the Declarations.

The retail price on the replacement electronic data processing equipment may not original retail price of the lost or damaged electronic data processing equipment.

The cancellation of the lease must:

- be by a valid condition of your leasu;
- result from direct physical loss or damage caused by or resulting from a peril
 excluded to such electronic data processing equipment.

This Property Premises Coverage applies only;

- for the period of time remaining in your lease on the electronic data processing equipment at the time of loss or damage; and
- at the premises for which a Limit Of Insurance for Leasehold Interest Processing Equipment is shown in the Declarations.

This loss or damage much the premises shown in the Declarations,

Subject to the terms and conditions of the Electronic Data Processing Property contract, we will pay for direct physical loss or damage to your **media library** caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Media Library shown in the Declarations.

The lost or damner must be premises shown in the Declarations.

This Property Premises Coverage applies only at those premises for which a Limit Media Library is shown in the Declarations.

Property Premises Coverages (continued)		
	Subject to the terms and conditions of the Building And Persidirect physical loss or damage to towers or antennas caused otherwise excluded, not to exceed the applicable Limit Of Insshown in the Declarations.	by or resulting from a peril not
	The loss or domore ones, the premises shown in the I	Declarations
	This Property Premises Coverage applies only at those premise Towers Or Antennas is shown in the Declarations.	ses for which a Limit
Portation on the state of	The following Property Additional I have one or a blad	
Property Additional Coverages		
Cable Strand, Fiber Optic Cable, Taps And Drops	Subject to the terms and conditions of the Building And direct physical loss or damage to your:	
	caused by or resulting from a peril not otherwise excluded, no Cable Strand, Fiber Optic Cable, Taps And Drops shown in t	
	This Property Additional	
	 applies only when a Limit Of Insurance for Cable Strategy Drops is shown in the Declarations; and 	nd.
	does not apply to cable strand, Declarations.	a premier dawn ir the
Newly Acquired Cable Strand, Fiber Optic Cable, Taps And Drops	Subject to the terms and conditions of the Building And Personal Control of the Building and Personal Control of the Strand, fiber optical acquired premises caused by or resulting from a peril not othe applicable Limit Of Insurance for Cable Strand, Fiber Optic Control of Control of Cable Strand, Fiber Optic Cab	c cable, taps and drops at newly erwise excluded, not to exceed the Cable, Taps And Drops shown in the
	This Property Additional Coverner agains small of the following opens:	
	 you report the value of the cable strand, fiber optic cable, taps and drops at the newly acquired premises to us and we add such cable strand, fiber optic cable, taps and drops to this policy; 	
	 180 days pass from the date you acquire the premises; 	
	•	
	We will charge you additional premium for the reported value premises if we add such premises to this policy.	es from the date you acquire the

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Broadcasters Extension For Property/Business Income Insurance

Property Additional Coverages (continued)

Newly Acquired Towers Or Antennas

Subject to the terms and conditions of the Building And direct physical loss or damage to:

- towers or autennas under construction at existing or newly acquired premises;

caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Towers Or Antennas shown in the Declarations under Newly Acquired Premises or Newly Acquired or Constructed Property.

This Property Additional Coverner agains until

of the inflawing occurs.

- you report the value of the towers or antennas at the newly acquired premises to us and we add such towers or antennas to this policy;
- 180 days pass from the date you acquire the premises, or construction begins on the towers or antennas; or

•

We will charge you additional premium for the reported values from the date you acquire the premises, or construction begins on the towers or antennas, if we add such premises or towers or antennas to this policy.

Coverage contained to the

•

- Electronic Data Processing Property.
 - is deleted and replaced with the following;

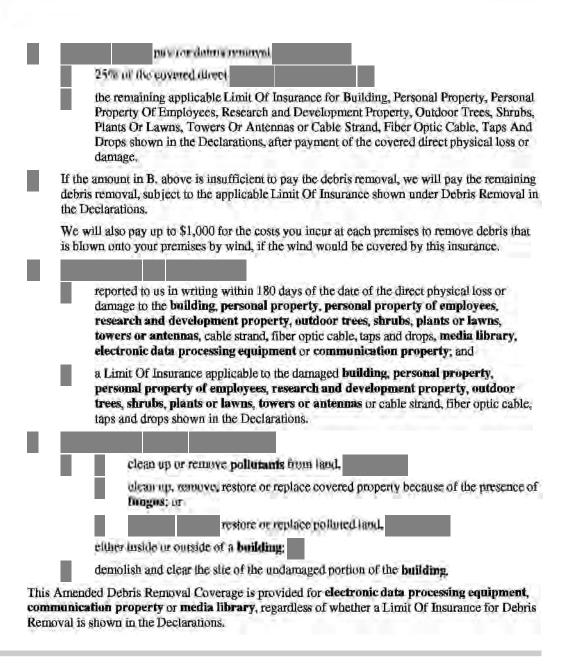
Amended Debris Removal Coverage

pay for the costs you incur to:

- demolish and remove debris of damaged building, personal property, personal property of employees, research and development property, towers or antennas, cable strand, fiber optic cable, taps and drops, media library, electronic data processing equipment or communication property caused by or resulting from a peril not otherwise excluded that occurs during the policy period; or
- remove debris of damaged **outdoor trees**, **shrubs**, **plants or lawns** at the premises shown in the Declarations, caused by or resulting from the perils of fire, lightning, explosion, riot or civil commotion or aircraft or self-propelled missiles that occurs during the policy period.

Amended Debris Removal Coverage

Debris Removal (continued)



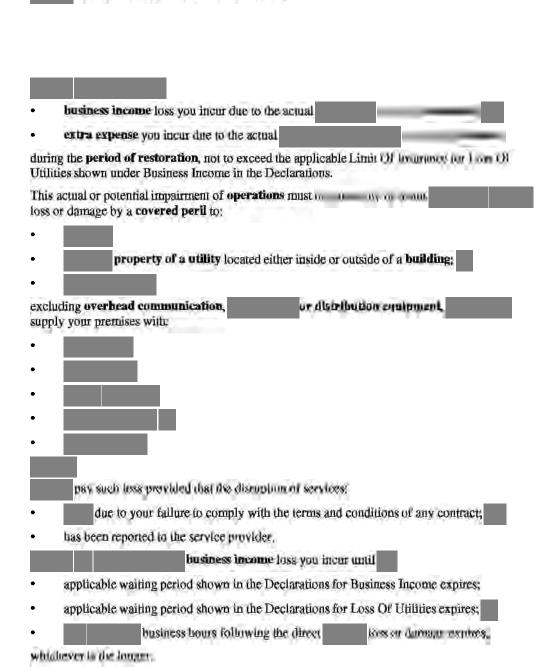
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Broadcasters Extension For Property/Business Income Insurance

The Loss Of Utilities Additional Coverage contained in thes

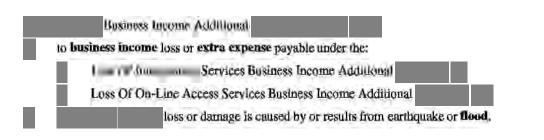
- Husiness Income With Extra Expense;
- Business Income With Extra Expense And
 - is deleted and replaced with the following:

Amended Business Income Additional Coverage



Amended Business Income Additional Coverage

Loss Of Utilities (continued)



The following Business Income Additional

Business Income Additional Coverages

Loss Of Interconnect Services to the terms and conditions of the:

- Husiness Income With Extra Expense;
- Business Income With Extra Expense And
- business income loss you incur due to the actual
- extra expense you incur due to the actual

during the **period of restoration**, not to exceed the applicable Limit Of Insurance for Loss Of Interconnect Services shown under Business Income in the Declarations.

This actual or potential impairment of **operations** must meet mean mean loss or damage by a **covered peril** to:

- building located away from the premises shown in the Declarations;
- property of a utility located either inside or outside of a building,

excluding overhead communication, or distribution equipment, interconnect services.

pay such less provided that the disruption of services:

- due to your failure to comply with the terms and conditions of any contract;
- has been reported to the service provider.

business income loss you incur until

- applicable waiting period shown in the Declarations for Business Income expires;
- applicable waiting period shown in the Declarations for Loss Of Interconnect expires; or
- business hours following the direct kirson dumm, a explose,

whichever is the longer.

This Business Income Additional Coverage does not caused by or results from earthquake or **flood**.

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Broadcasters Extension For Property/Business Income Insurance

Business I	ncome
Additional	Coverages
(continued)	

Loss Of On-Line Services

to the terms and conditions of the: Business Income With Extra Expense; Business Income With Extra Expense And business income loss you incur due to the actual extra expense you incur due to the actual during the period of restoration, not to exceed the applicable Limit Of Insurance for Loss Of On-Line Access Services shown under Business Income in the Declarations. This actual or potential impairment of operations must in the many of the many loss or damage by a covered peril to: building located away from the premises shown in the Declarations; property of a utility located either inside or outside of a building, excluding overhead communication, or distribution equipment, necessary for online access, pay such less provided that the disruption of services: due to your failure to comply with the terms and conditions of any contract; has been reported to the service provider. business income loss you incur until applicable waiting period shown in the Declarations for Business Income expires; applicable waiting period shown in the Declarations for Loss Of On-Line Access Services expires; or business hours following the direct korson dumaju respices,... whichever is the language. This Business Income Additional Coverage does not caused by or results from earthquake or flood.

Business Income With Extra Expense;

Business Income With Extra Expense And

business income loss you incur due to the actual

extra expense you incur due to the actual

during the **period of restoration**, not to exceed the applicable Limit (3) by arones for Modelle Equipment shown under Business Income in the Declarations.

Business Income Additional Coverages		
Mobile Equipment (continued)	This actual or potential impairment of operations must be caused by or result loss or damage by a covered peril to mobile equipment.	
,,	This Business Income Additional Coverage does not apply if the direct mobile equipment occurs at a premises shown in the Declarations.	
Additional Exclusions	The following Additional Continuous are mining	
Disappearance Library	This immunity the amapply to loss or damage to media library caused by or resulting from:	
	shortage disclosed on taking invenory. where there is no physical	
	This Disappearance - Media Library exclusion does not apply to ensuing loss or damage caused by or resulting from a peril not otherwise excluded.	
Rust, Oxidation, Corrosion Or	This insurance does not apply to loss or damage to towers or antennas caused by or resulting from rust, oxidation, corrosion or discoloration.	
Discoloration – Towers Or Antennas	This Rust, Oxidation, Corrosion Or Discoloration – Towers Or Antennas exclusion does not to ensuing loss or damage caused by or resulting from a specified peril.	
Additional Loss Payment Basis Exception	The following Additional Basis Facuption is suided:	
	Media library is valued on the full cost of replacement or reproduction at the time of direct physical loss or damage when the media library is actually replaced or reproduced.	
	If the media library is not replaced or reproduced, the value is based on the cost of replacing the blank medium upon which media library is recorded, but not media library itself.	
Additional Loss Payment Limitations	The following Additional Literatures are arbitals	
Cable Strand, Fiber Optic Cable, Taps And Drops	We will not pay for loss or damage to cable strand, fiber optic cable, taps and drops located away from a premises shown in the Declarations, except as provided for in the:	
Acres I die an ere benefit	Drops Property Additional	

Broadcasters Extension For Property/Business Income Insurance

Additional Loss Payment Limitations

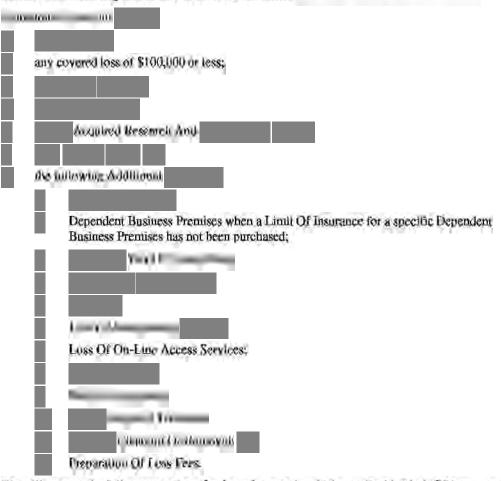
Cable Strand, Fiber Optic Cable, Taps And Drops (continued)	Newly Acquired Cable Strand, Coverage: Unops Property Additional Coverage:
Loss Or Damage To Property Used To Provide Interconnect Or On–Line Access Services	Except as provided for in the Loss Of Interconnect Services or Loss Of On-Line Access Services Business Income Additional Coverages, we will not pay for any business income loss or extra expense caused by or resulting from loss or damage to: building located away from the premises shown in the Declarations; property of a utility located either inside or outside of a building, necessary for interconnect services or on-line access.
	We will not pay for loss or damage to media library , as provided for in the Media Library Property Premises Coverage.
	We will not pay for business income loss or extra expense caused by or resulting from direct physical loss or damage to mobile equipment located away from a premises shown in the Declarations, except as provided for in the Mobile Equipment Business Income Additional Coverage.
Satellites And Their Component Parts	 loss or damage to satellites or their component or rental income loss or extra expense; or that part of any business income or rental income loss or extra expense attributable to loss of use of any satellites or their component parts caused by or resulting from direct physical loss or damage to other property.
	Towers Or Antennas Property Premises Coverage; Acquired Towers Or Antennas Property Additional

The Business Income Coinsurance Condition contained in the;

- Business Income With Extra Expense;
- Business Income With Extra Expense And
 - is deleted and replaced with the following;

Amended Condition

Business Income Coinsurance Coinsurance applies to **business income** only when a coinsurance percentage under Business Income with Extra Expense is shown in the Declarations.



We will not pay the full amount of any **business income** loss if the applicable Limit Of Insurance for Business Income With Extra Expense or Business Income With Extra Expense And Research And Development Income shown in the Declarations is less than:

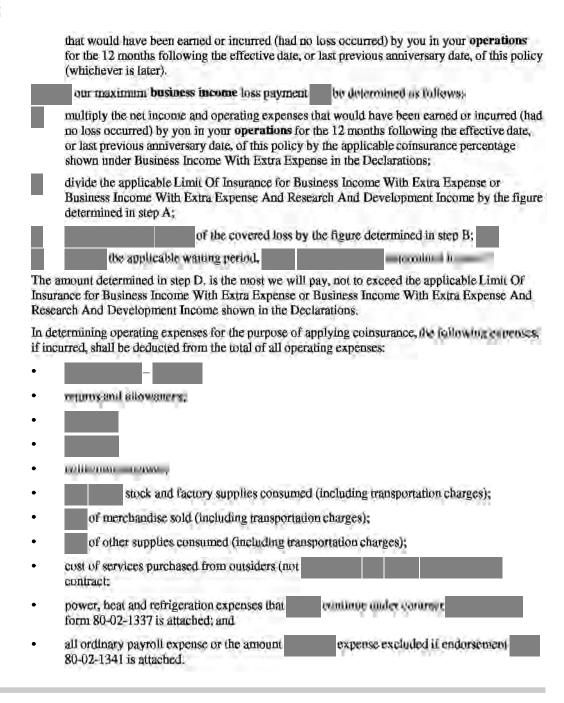
the applicable coinsurance percentage shown under Business Income With Extra Expense in the Declarations multiplied by;



Broadcasters Extension For Property/Business Income Insurance

Amended Condition

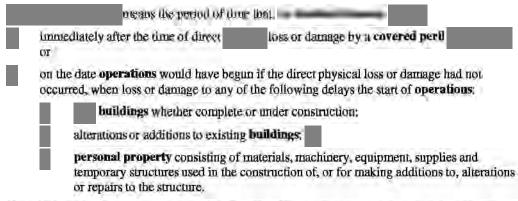
Business Income Coinsurance (continued)



The Period Of Restoration and Valuable Papers definitions contained in the Property/Business Income Conditions And Definitions form are deleted and replaced with the following:

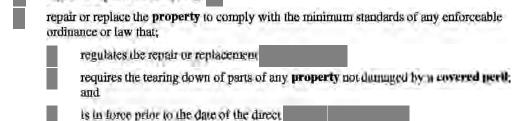
Amended Definitions

Period Of Restoration.

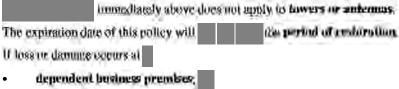


Period of restoration means the period of time that, for extra expense, begins immediately after the time of direct physical loss or damage by a covered peril to property.

Period of restoration will continue until your operations are restored, with reasonable speed, level which would generate the business income amount that would have existed if no direct physical loss or damage occurred, including the time required to:



not to exceed the applicable number of days shown as Extended Period in the Declarations, beginning on the date that the lost or damaged property is actually repaired or replaced and your operations are restored.



repair or replace the property;

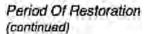
for the purpose of determining **period of restoration** following such loss or damage, includes:

- property of a dependent business premises,

In determining the business income amount that would have existed if no direct physical loss or damage occurred, we will reduce such amount to the extent necessary to reflect unfavorable economic conditions attributable to the impact the covered peril had in the geographic area where the lost or damaged property is located.

Broadcasters Extension For Property/Business Income Insurance

Amended Definitions



of the comply with any ordinance

- you were required to comply with before the direct
- involving any property outside the legal boundary of the premises shown in the Declarations;
- that regulates the repair or replacement of any property that was lost or damaged by an
 excluded peril. If direct physical loss or damage is caused by or results from both a covered
 peril and an excluded peril, the period of restoration only includes the length of time
 required to repair or replace the property lost or damaged by a covered peril; or
- that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or access the effects of fungus or pollutants, except as provided under the Fungus Clean-up Or Removal Premises Coverage or the Pollutant Clean-up Or Removal Additional Coverage.

Valuable papers means valuable:

- specifications or designs;
- used to enter or program electronic data,

Valuable papers does not

- •
- prenackaged software programs;
- •
- •
- •

The following definitions are added:

Additional Definitions

Interconnect Services

Interconnect services means telecommunication utility services:

- provided to you by others pursuant
- necessary for you to provide telecommunication utility services to your customers.

Additional Definitions (continued)		
	Media library means any negative, use in any of your operations,	audio recurding or video recurding that
	Abella library decreased	
	· msm	ded or movemed:
	Towers or antennas manus	
	•	
	•	
	 microwave ur satelliţe transmiţţi. 	ng and receiving dishes;
	•	
	•	
	 including their anchus 	<u> </u>
	 transmission and distribution line 	(8)
	Waster and the last of the same	
	Towers or antennas does not	- (T- 140) - 410 (140) - 11
	 water or air, either inside or 	outside of a structure;
	 paved or concrete surfaces; 	
	•	_
	•	
	· · · · · · · · · · · · · · · · · · ·	and the second
	towers or antennas mounted on a	building at a promises for which a Limit
	Building is shown in the Declara	tions; of
	• any singean you do now	legally or contractually required to insure,

Business Income

Premises Coverages	3
Additional Coverages	5
Limits Of Insurance	10
Waiting Period	10
Loss Determination	- 11
Loss Payment Option	12
Loss Payment Limitations	12
Conditions (Including Coverage Territory)	13
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Words and phrases that appear in **bold** print have special meanings and are defined in the Property/Business Income Conditions And Definitions form included in this policy.

Throughout this contract, the words "you" and "your" refer to the Named Insured shown in the Declarations of this policy. The words "we", "us" and "our" refer to the company providing this insurance.

Premises Coverages

The following Premises Coverages apply only at those premises for which a Limit Of Insurance applicable to such coverages is shown in the Declarations.

a colorwise provided. In a dames may

- to 02-Ac (00-00)
- occur at, or within 1,000 feet other than a dependent business premises, shown in the Declarations.

Business Income Extra Expense

- business income loss you incur due to the actual
- extra expense you incur due to the actual.

during the **period of restoration**, not to exceed the applicable Limit Of Insurance for Hustures. Income With Extra Expense shown in the Declarations.

This actual or potential impairment of **operations** must be caused by or result loss or damage by a **covered peril** to **property**, unless otherwise stated.

This Premises Coverage applies only at

- where you incur a business income loss or extra expense;
- for which a Limit Of Insurance for Business Income With Extra Expense is shown in the Declarations.

Contractual Penalties

We will pay for the contractual penalties you are legally liable to pay under the written provisions of a contract due to a material breach of that contract, not to exceed the applicable Limit Of Insurance for Contractual Penalties shown under Business Income in the Declarations,

This material breach of contract covered peril to property.

Fungus Clean-up Removal

Innone Insurations;

you incur due to the actual impairment of your operations during the period of restoration, not to exceed the applicable Limit Of Insurance for Business Income With Extra Expense shown in the Declarations.

This actual impairment of operations must in the free one in the presence of fungus at your premises shown in the Declarations.

Fungus Clean-up Removal (continued) begin immediately after the date the fungus first

- 45 consecutive days after this coverage begins;
- when your business income coverage ends.

Whichever overm free.

This Premises Coverage does not apply if the presence of langue;

is caused by or results from:

would be covered under this insurance;

existed prior to the effective date shown in the Declarations;

is not reported to us in writing as soon as possible after you first become aware, or in the exercise of reasonable care should have been aware, of the presence of fungus; or

premises shown under Excluded Premises in the Declarations.

Ingress And Egress

We will pay for the actual:

- business income loss you incut due to the actual
- extra expense you incur due to the actual.

when existing ingress to or egress from a premises shown in the Declarations is prevented due to direct physical loss or damage by a **covered peril** to property at a location contiguous to such premises.

This Premises Coverage will begin at the time of direct physical loss or damage and will continue until the expiration of thirty (30) consecutive days thereafter or whenever your **business income** coverage ends, whichever occurs first.

This Promises Coverage does not

- loss or damage is caused by or results from earthquake or flood;
- Ingress to or egress from your premises is prohibited by civil.

The most we will pay for this Premises Coverage is the Limit Of Insurance for Ingress Auxl Egress shown under Business Income in the Declarations.

New Product Delay

We will pay for the actual **business income** loss you incur and discover after lost or damaged **property** directly related to your **research and development operations** is repaired or replaced and your **research and development operations** are restored, with reasonable speed to the condition that would have existed if no direct physical loss or damage occurred.

 only if you discover the business income loss within 24 months after the date of the direct physical loss or damage;

only over the new or do enhanced modern is made synthible in the market-place;
 and



New Product Delay (continued)

 for the period equal to the length of time it originally took to restore such lost property with reasonable speed.

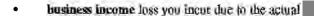
If a competitor introduces a similar product prior to the date you scheduled the introduction of your new or enhanced product, we will reduce the amount of such actual **business income** loss to the extent attributable to the competitor's product.

The business income loss must be caused by or result from direct physical loss or damage by a covered peril to property, and must result in a delay in the introduction of any new product or the enhancement of any existing product.

The most we will pay for New Product Delay is the applicable Limit Of Insurance for Illustrates Income With Extra Expense shown in the Declarations.

Additional Coverages

The following Additional Coverages apply within the coverage territory,



extra expense you incur due to the actual.

during the **period of restoration**, not to exceed the applicable Limit Of Insurance for Husaness Income shown under Any Other Location in the Declarations.

This actual or potential impairment of **operations** must be caused by or result loss or damage by a **covered peril** to **property** at unspecified premises.

This Additional Coverage does not apply to business income loss or extra expense you incur caused by or resulting from loss or damage to property:

- used by utility companies to supply you with services;
- used by an-line access providers;
- a dependent business premises;
- a newly acquired premises;
- `
- •

This Additional Coverage applies only if a Limit Of Insurance for Business Income is shown under Any Other Location in the Declarations.

Civil Authority

We will pay for the actual;

- himone income long
- •

you incur due to the actual access to:

directly caused by the prohibition of

•

Civil Authority (continued)

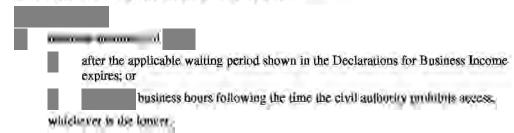
a dependent business premises.

This prohibition of access by a civil authority must be the direct result of direct physical loss or damage to property away from such premises or such dependent business premises by a covered peril, provided such property is within:

- •
- the applicable nulles shown in the Declarations,

from such premises or dependent business premises, who have a ground

The most we will pay for Civil Authority is the applicable Limit Of Insurance for Illustrates Income With Extra Expense shown in the Declarations.



The Waiting Period shown in the Declarations will begin immediately following the time the civil authority prohibits access.

go kunser sen y tejoju

- up to 30 consecutive days after coverage begins;
- when your business income loss ends,

whichever overm from

estra expense will begin immediately after the time the civil authority prohibits access and will end:

30 consecutive days after the coverage begins; whenever your business income coverage ends,

This Additional Coverage does not loss or damage is caused by or results from earthquake or flood.

Dependent Business Premises

- business income loss you incur due to the actual
- extra expense you incur due to the actual.

during the **period of restoration**, not to exceed the applicable Limit Of Insurance for Dependent Business Premises shown under Business Income in the Declarations.

This actual or potential impairment of **operations** must be caused by or result from direct physical loss or damage by a **covered peril** to **property** or **personal property** of a **dependent business premises** at a **dependent business** premises.



Dependent Business Premises (continued) You may purchase higher limits for specific **dependent business premises** only by showing such premises in the Declarations. Such higher limits apply to actual **business income** loss or **extra expense** only if the covered direct physical loss or damage occurs at such **dependent business premises**.

This Additional Coverage does not results from earthquake or flood.

loss or damage is caused by or

Exhibition, Fair Or Trade Show We will pay for the actual:

- business income loss you incur due to the actual impairment of your operations; and
- extra expense you licer due to the actual.

during the **period of restoration**, not to exceed the applicable Limit Of Insurance for Business Income shown under Exhibition, Fair Or Trade Show in the Declarations.

This actual or potential impairment of operations must be caused by or result from direct physical loss or damage by a covered peril to personal property, electronic data processing property or fine arts at, or while in transit to or from, any exhibition, fair or trade show.

This Additional Coverage applies only if a Limit Of Insurance for Business Income is shown under Exhibition, Fair Or Trade Show in the Declarations.

International Air Shipments

We will pay for the actual:

- business income loss you incur due to the actual impairment of your operations; and
- extra expense you incur due to the actual.

during the **period of restoration**, not to exceed the applicable Limit Of Insurance for Business Income shown under International Air Shipments in the Declarations.

This actual or potential impairment of operations must be caused by or result from direct physical loss or damage by a covered peril to personal property, electronic data processing property, fine arts or valuable papers being shipped by air to or from:

- the contiguous United States of America;
- .

- •
- territories or possessions of the United States of America or Canada,

and points worldwide. This Additional Coverage applies from the delivery of such property at the point of origin shown in the air waybill until it is discharged at the destination shown in the air waybill.

apply to any business income loss or extra expense:

 caused by or resulting from loss or damage to any property while being shipped by air to or from any exhibition, fair or trade show;

International Air Shipments (continued)

- caused by or resulting from loss or damage to shipments by mail;
- if you have purchased separate ocean marine insurance that covers any property while being shipped by air;
- If you are required to provide a negotiable special cargo policy of insurance to any seller, buyer or bank; or
- psychlè under the In Transit

This Additional Coverage applies only if a Limit Of Insurance for Business Income is shown under International Air Shipments in the Declarations.

Transit

We will pay for the actual:

- business income loss you incur due to the actual
- extra expense you licer due to the actual.

during the **period of restoration**, not to exceed the applicable Limit Of Insurance for Illustrates. Income shown under In Transit in the Declarations.

This actual or potential impairment of operations must be caused by or result from direct physical loss or damage by a covered peril to personal property, electronic data processing property, fine arts or valuable papers while in transit.

apply to any business income loss or extra expense:

- caused by or resulting from loss or damage to any property while in manufacture is more exhibition, fair or trade show;
- when you are acting as a carrier for blre;
- if you have purchased separate ocean marine insurance which covers any property while in transit;
- caused by or resulting from loss or damage to shipments by mail.
- payable under the International Air Shimments Additional.

This Additional Coverage applies only if a Limit Of Insurance for Business Income is shown under in Transit in the Declarations.

Loss Of Utilities

We will pay for the actual:

- business income loss you incur due to the actual
- extra expense you incur due to the actual.

during the **period of restoration**, not to exceed the applicable Limit Of Insurance for Low Or Utilities shown under Business Income in the Declarations.

This actual or potential impairment of operations must meet the control of the co

- •
- property of a utility located either inside or outside of a building;
- •



Loss	Of	Utilit	65
(conti	nue	d)	

excluding overhead communication, supply your premises with:

communication apply.

pay such has provided that the disruption or services,

due to your failure to comply with the terms and conditions of any contract;

has been reported to the service provider.

business income loss you have until

applicable waiting period shown in the Declarations for Business Income expires;

applicable waiting period shown in the Declarations for Loss Of Utilities expires;

husiness hours following the direct loss or damage copies,
whichever is the lower.

Newly Acquired Premises

business income loss you incur due to the actual

This Additional Coverage does not

results from earthquake or flood.

extra expense you licer due to the actual.

during the **period of restoration**, not to exceed the applicable Limit Of Insurance for Insurance fo

This actual or potential impairment of **operations** must be caused by or result from direct physical loss or damage by a **covered peril** to **property** at each newly acquired premises. This Additional Coverage applies until the first of the following occurs:

- you notify us of how you want Business Income With Extra Expense to apply to the newly
 acquired premises and we add such premises to this policy;
- 180 days pass from the date you acquire the premises;

We will charge you additional premium from the date you acquire the premises, premises to this policy.

Property Insurance

loss or damage is caused by or

(continued)

Pollutant Clean-up Removal

We will pay for the actual **business income** loss you incur due to the actual impairment of your **operations** during the **period of restoration**, not to exceed the applicable Limit Of Insurance for Pollutant Clean-up Or Removal shown under Business Income in the Declarations.

This actual impairment of operations must be caused by or result from the enforcement of any ordinance or law that requires you to clean up or remove pollutants from land, water or air, either inside or outside of a building, as a result of direct physical loss or damage by a covered peril to property at the premises shown in the Declarations.

Preparation Of Loss Fees

We will pay the reasonable and necessary expenses and fees incurred following covered loss or damage to certify your **business income** loss or **extra expense**, not to exceed the applicable Limit Of Insurance for Preparation Of Loss Fees shown under Business Income in the Declarations.

apply to my expenses you incur for any:

- •
- of your subsidiaries or affiliates.

Limits Of Insurance

The most we will pay in any occurrence is the amount of loss, not to exceed the applicable Limit Of Insurance shown in the Declarations.



The Limits Of Insurance for Business Income With Extra Expense will automatically increase by the annual percentage shown in the Declarations under Automatic Increase In Limits. At the time of loss or damage, the amount of increase will be determined by multiplying the applicable Limit Of Insurance shown in the Declarations by the percentage of the annual increase, applied on a pro rata basis.

This Automatic Increase In Limits

- applies only to a premises shown in the Declarations for which the Automatic Increase in Limits is shown; and
- Of Insurance applicable to more than one premises.

Waiting Period

Subject to the applicable Limit Of Insurance, we will pay the amount of **business income** loss that is incurred after the waiting period shown in the Declarations for each **occurrence**.

If a waiting period is shown in the Declarations, the waiting period begins immediately following the time of the covered direct physical loss or damage.

If two or more Business Income waiting periods apply to the same occurrence, single waiting period will apply, unless otherwise stated.

Hours shown for the waiting period are the normal

The waiting period does not apply a cales repende,

CHUBB

Datermination

In making any loss determination under this coverage, we may unlive our value information, including:

- records and accounting procedures;
- involces and other vouchers;
- •
- status and feasibility reports;
- hudgeting and marketing records.

of business income loss will be determined based on the:

- Income of your business before the direct loss or damage occurred;
- the likely net income of your business if no loss or damage occurred, but not including any
 business income that would likely have been earned as a result of an increase in the volume
 of business due to favorable business conditions caused by the impact of the covered loss on
 customers or on other businesses; and
- your continuing operating expenses, including your continuing normal payroll requirements in the same quality of service that existed jum to the line direct physical loss or damage.

Extra Expense

The amount of extra expense loss will be determined based on necessary expenses that;

- exceed your normal operating expenses that would have been incurred by operations
 during the period of restoration, if no physical loss or damage had occurred; and
- reduce the business income loss that otherwise would have been incurred.
- the salvage value that remains on any property bought for comparary use during the period of restoration, once operations are resumed; and
- my versa or person time is paid for by other insurance.

Resumption Or Continuance Of Operations

We will reduce the amount of any business income loss payment to the extent you can resume or continue your operations, in whole or in part, by using:

- damaged or undamaged property, including merchandise or stock; or
- any other available premises,
 - to resume or continue operations:
- any loss determination for business income will be based on the length of time it have taken to resume or continue operations with reasonable speed; and
- •

Payment Option

The following Loss Payment Option applies when a Monthly Limit of Indemnity under Business Income is shown in the Declarations:

Monthly Limit Of Indemnity

The most we will pay for the actual **business income** loss incurred in each period of 30 consecutive days after the beginning of the **period of restoration** will be determined by multiplying the Limit Of Insurance for Business Income With Extra Expense by the Monthly Limit Of Indemnity shown in the Declarations.

If all of the amount determined by this calculation is not used in the 30 day period, portion may be applied to any subsequent 30 day periods.

Of Indomnity applies only for business income loss,

S₈:

Loss Payment Limitations

We will not pay for any extra expense you incur for the demolition or removal of debris, but will pay for such extra expense you incur to the extent it reduces the amount of a covered business income loss that otherwise would have been payable under this contract,

Increase Of Loss Due To Death Or Injury

We will not pay for any business income loss or extra expense caused by or resulting from any injury, sickness, disease, death, emotional injury, emotional distress or humiliation of any person.

Increase Of Loss Due Strikers Or Others Causing A Delay

We will not pay for any increase of loss caused by or resulting from delay in repairing or replacing property or resuming your **operations**, due to interference at the location of the repair, replacement or **operations** by strikers or other persons.

Loss Or Damage To Electronic Data

We will not pay for any **business income** loss or **extra expense** you incur caused by or resulting from direct physical loss or damage to **electronic data**, unless such direct physical loss or damage is caused by or results from:

- •
- •
- earthquake, (except California) to the extent covered under the Electronic Data Processing Property contract which is part of this policy;
- •
- . .
- flood, to the extent covered under the Electronic Data Processing Property contract part of this policy.
- •
- leakage from fire protection equipment;
- •
- .
- •
- .

Loss Payment Limitations Loss Or Damage Electronic Data (continued) Loss Or Damage To We will not pay for that part of any business income loss to finished stock. Finished Stock Loss Or Damage To Except as provided for in the Loss of Utilities Additional Coverage, we will not pay for any Property Used To business income loss or extra expense caused by or resulting from loss or damage to; Provide Utility Services building; property of a utility located either inside or outside of a building; used by you or a utility to provide you with utility services. Loss Or Damage To We will not pay for any business income loss or extra expense you incur for loss or damage to Water water. Nuclear Hazard We will not pay for any business income loss or extra expense you incur for loss or damage to building or personal property caused by or resulting from fire which ensues from nuclear reaction or radiation, or radioactive contamination. Pollutant Clean-up Or We will not pay for any extra expense you incur for:

Removal

- clean up or removal of pollutants from land, water or air, either inside or outside of a building; or
- testing for, monitoring, containing, treating, detoxifying or neutralizing, responding to or assessing the effects of pollutants,

but we will pay for such extra expense you incur to the extent it reduces the amount business income loss that otherwise would have been payable under this contract.

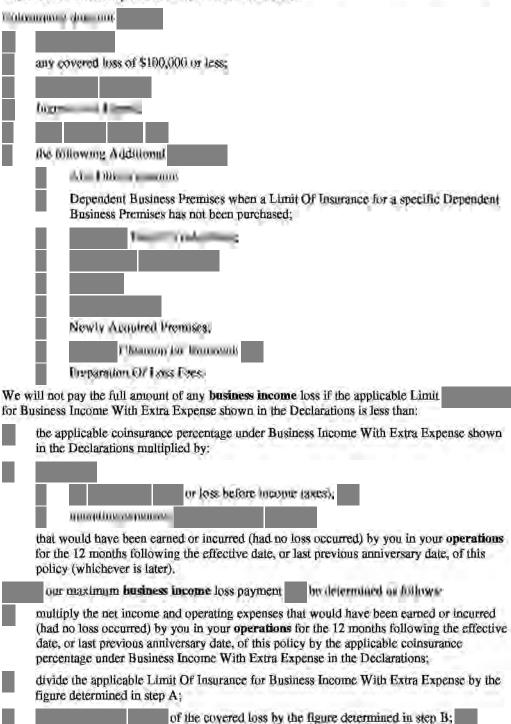
Conditions (Including Coverage Territory)

The conditions applicable to this contract are contained in the Property/Business Income Conditions And Definitions form included in this policy. Any additional conditions are shown in the Additional Condition section of this contract.

Additional Condition

Business Income Coinsurance

Coinsurance applies to **business income** only when a coinsurance percentage under Business Income With Extra Expense is shown in the Declarations.



the applicable walling period,

illefeccoloxid by with pt 41.



Additional Condition

Business Income Coinsurance (continued) The amount determined in step D. is the most we will pay, not to exceed the applicable Limit Insurance for Business Income With Extra Expense shown in the Declarations.

In determining operating expenses for the purpose of applying coinsurance, the following expenses, if incurred, shall be deducted from the total of all operating expenses:

- -
- returns and allowances;
- •
- •
- Politication verponer
- stock and factory supplies consumed (including transportation charges);
- of merchandise sold (including transportation charges);
- of other supplies consumed (including transportation charges);
- cost of services purchased from outsiders (not contract;
- power, beat and refrigeration expenses that form 80-02-1337 is attached; and
- all ordinary payroll expense or the amount expense excluded if endorsgoeing 80-02-1341 is attached.

Definitions

The definitions applicable to this contract are contained in the Property/Business Income Conditions And Definitions form included in this policy.

Electronic Data Processing

Premises Coverages	
Additional Coverages	4
Debris Removal Coverage	
Policy Exclusions	- 8
Limits Of Insurance	13
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Loss Payment Basis	13
Loss Payment Basis Exceptions	18
Loss Payment Limitations	16
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Words and phrases that appear in **bold** print have special meanings and are defined in the Property/Business Income Conditions And Definitions form included in this policy.

Throughout this contract, the words "you" and "your" refer to the Named Insured shown in the Declarations of this policy. The words "we", "us" and "our" refer to the company providing this insurance.

Premises Coverages

The following Premises Coverages apply only at those premises for which a Limit Of Insurance applicable to such coverages is shown in the Declarations.

as alterwise provided, the law or dumper must

- to a law to conficting a trainmous parti-
- die premises shown in the Declarations.

Electronic Data Processing Property

We will pay for direct physical loss or damage to **electronic data processing property** caused by or resulting from a **technology peril**, not to exceed the applicable Limit Of Insurance for Electronic Data Processing Property shown in the Declarations.

If you purchase additional, separate Limits Of Insurance for

- electronic data processing equipment;
- muhile ; memunication
- •

then the applicable Limit

- Electronic Data Processing Equipment;
- Mobile Communication Property:
- Communication Property:

shown in the Declarations will

Public Safety Service Charges

We will pay the charges you;

- assume under any contract or agreement; or
- are required to pay by local

in effect at the time of the direct physical loss or damage, if a fire department or other municipal agency charged with preserving public safety is called to save or protect electronic data processing property from direct physical loss or damage caused by or resulting from a technology peril, not to exceed the applicable Limit Of Insurance for Public Safety Service Charges shown in the Declarations.

Premises (continued)

electronic data processing property while:

- being moved to another location or returned from such location to its original
- to Learn vibration man

if you must move the **electronic data processing property** from such location to preserve it imminent loss or damage caused by or resulting from a **technology peril**, not to exceed the applicable Limit Of Insurance for:

- Electronic Data Processing Equipment;
- •
- Communication Property:
- Electronic Data Processing Property.

shown in the Declarations.

Additional Coverages

The following Additional Coverages apply within the coverage territory.

(Marco)

loss or damage caused by or resulting from a technology peril

- electronic data processing equipment;
- •
- •

at unspecified premises, not to exceed the applicable Limit Of Insurance for Electronic Data Processing Property shown under Any Other Location in the Declarations.

If you purchase additional, separate Limits Of Insurance for

- electronic data processing equipment;
- •

then the applicable Limit

- Electronic Data Processing Equipment;
- Communication Property:

shown under Any Other Location in the Declarations will

apply to electronic data processing property;

- •
- any newly acquired memises;
- •

Processing

Additional Coverages

Any Other Location (continued) This Additional Coverage applies only if an applicable Limit Of Insurance for Electronic Data Processing Property is shown under Any Other Location in the Declarations.

Exhibition, Fair Or Trade Show

We will pay for direct physical loss or damage to:

- electronic data processing equipment; or

caused by or resulting from a technology peril

- transit to or from any exhibition.

not to exceed the applicable Limit Of Insurance for Electronic Data Processing Property shown under Exhibition, Fair Or Trade Show in the Declarations.

If you purchase additional, separate Limits Of Insurance for

- electronic data processing equipment;
- •

flien the applicable Limb

- Electronic Data Processing Equipment;
- •

alsown under Exhibition,

in the Legislandams will

This Additional Coverage applies only if an applicable Limit Of Insurance for Electronic Data Processing Property is shown under Exhibition, Fair Or Trade show in the Declarations.

Fire Protection Equipment We will pay the cost you incur to refill your discharged fire protection equipment whether or not there is direct physical loss or damage to your **electronic data processing property**.

This Additional Coverage is provided regardless of whether a Limit Of Insurance is shown in the Declarations.

Transit

We will pay for direct physical loss or damage to:

- electronic data processing equipment;

while in transit caused by or resulting from a technology peril, not to exceed the applicable Limit Of Insurance for Electronic Data Processing Property shown under In Transit in the Declarations.

If you purchase additional, separate Limits Of Insurance for

- electronic data processing equipment;
- •

then the applicable Limit

Electronic Data Processing Equipment:

in Transil (continues)

•

stassin (instantin Transicio del Declarationa Willi

- to electronic data processing property while in transit to or from any exhibition, trade show;
- when you are acting as a carrier for hire;
- if you have purchased separate ocean marine insurance which covers electronic data processing property while in transit; or

-

This Additional Coverage applies only if an applicable Limit Of Insurance for Electronic Data Processing Property is shown under In Transit in the Declarations.

International Air Shipments

electronic data processing equipment;

caused by or resulting from a technology peril while being shipped by air to or from:

- the contiguous United States of America;
- ,
- •
- •
- territories or possessions of the United States of America or Canada,

and points worldwide, not to exceed the applicable Limit Of Insurance for Electronic Data Processing Property shown under International Air Shipments in the Declarations.

If you purchase additional, separate Limits of Insurance for:

- electronic data processing equipment;
- •

then the applicable Limit

- Electronic Data Processing Equipment;

shown on let International Air Shipments in the Declarations will

This Additional Coverage applies from the delivery of electronic data processing equipment or electronic data at the point of origin shown in the air waybill until it is discharged at the destination shown in the air waybill.

 to electronic data processing property while being shipped to or from any exhibition, or trade show;

Property Insurance





International Air Shipments (continued)

- to electronic data processing property being shipped by mail;
- if you have purchased separate ocean marine insurance which covers electronic data processing property while being shipped by air;
- if you are required to provide a negotiable special cargo policy of insurance to any seller, buyer or bank; or
- to any loss or damage to electronic data processing property payable under the Additional Coverage for In Transit.

This Additional Coverage applies only if an applicable Limit Of Insurance for Electronic Data Processing Property is shown under International Air Shipments in the Declarations.

Mobile Communication Property

We will pay for direct physical loss or damage to **mobile communication property** caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Mobile Communication Property shown in the Declarations.

This Additional Coverage does not apply to **mobile communication** feet of, the premises shown in the Declarations.

Newly Acquired Electronic Data At Newly Acquired Premises We will pay for direct physical loss or damage to **electronic data** at newly acquired premises caused by or resulting from a **technology peril**, not to exceed the Limit Of Insurance for Electronic Data shown in the Declarations under Newly Acquired Premises or Newly Acquired or Constructed Property.



- you report the value of the electronic data at the newly acquired premises to us and we add such electronic data to this policy;
- 180 days pass from the date you acquire the premises;

We will charge you additional premium for the reported values from the date you acquire the premises, if we add such electronic data to this policy.

Newly Acquired Electronic Data Processing Equipment And Communications Property We will pay for direct physical loss or damage to newly acquired;

- electronic data processing equipment; or
- communication property,

at;

- the premises shown in the Declarations;
- newly acquired premians.

caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Electronic Data Processing Equipment or Communication Property shown in the:

 Supplementary Declarations under Newly Acquired Premises or Newly Acquired Or Constructed Property; or

Declarations under Newly Acquired.

Newly Acquired
Electronic Data
Processing Equipment
And Communications
Property
(continued)

Coverges applies world of the following occurs:

- you report the value of the newly acquired electronic data processing equipment or communication property to us and we add such electronic data processing equipment or communication property to this policy;
- 180 days pass from the date you acquire the electronic data processing equipment or communication property; or

We will charge you additional premium for the reported values from the date you acquire the electronic data processing equipment or communication property, if we add such electronic data processing equipment or communication property to this policy.

Preparation Of Loss Fees

We will pay the reasonable and necessary expenses we require you to incur after covered direct physical loss or damage to **electronic data processing property** to determine the extent of such loss or damage, not to exceed the applicable Limit Of Insurance for Preparation Of Loss Fees shown in the Declarations.

apply to any expenses you incur for any:

- •
- or your subsidiaries or affillales.

Debris Removal Coverage

The following Debris Removal Coverage applies.

We will pay for the costs you incur to remove debris of damaged **electronic data processing equipment** or **communication property** caused by or resulting from a peril not otherwise excluded that occurs during the policy period.

Debris removal will be paid only if reported to us in writing within 180 days of the date of the direct physical loss or damage to the electronic data processing equipment or communication property.

- clean up or remove pollutants from land,
- or replace property because of the presence of fungus;
- restore or replace polluted land.

either inside or outside of a building,

This Debris Removal Additional Coverage is provided regardless of whether a Limit for Debris Removal is shown in the Declarations.

Property Insurance

Processino CHUBB Policy Exclusions The following Policy Exclusions apply to all the coverages in this contract: This insurance does not apply to loss or damage caused by or resulting from acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body. This Acts Or Decisions exclusion does not apply to ensuing loss or damage caused by or resulting from a technology peril. This insurance does not apply to loss or damage to electronic data processing property caused by or resulting from errors in the: electronic data processing property. This Business Errors exclusion does not results to other covered property: ensuing loss or damage caused by or resulting from a technology peril. This mamming does not apply to less or damager. which is in anyway attributed to the presence of fungus; caused by or resulting from fungus, regardless of any other cause or event dheed to complete by: comributes concurrently to: contributes in any sequence to. eyen if such cause or event would otherwise be envered,

Policy Exclusions

Fungus (sontinued)

This Pungus exclusion dixes not apply when the presence of fungus results from:

- leakage from fire protection equipment;

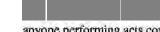
Dishonesty

This insurance does not apply to loss or damage caused by or resulting from fraudulent, dishonest or criminal acts or omissions committed alone or in collusion with others by you, your partners, members, officers, managers, directors, trustees, employees, anyone performing acts coming within the scope of the usual duties of your employees, or by anyone authorized to act for you, or anyone to whom you have entrusted covered property for any purpose,

This Dishunesty exclusion does not

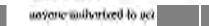


acts committed by carriers or warehousemen for hire or anyone claiming to be a carrier or warehouseman for hire, other than:



employees; or

museus and employeess anyone performing acts coming within the scope of the usual



ensuing loss or damage caused by or resulting from a technology peril.

Earthquake

This insurance does not apply to loss or damage caused by or resulting from earthquake, regardless of any other cause or event that directly or indirectly:

- committudes contamently to:
- contributes in any sequence to.

even if such other cause or event would otherwise be covered,

This Earthquake existesion;

- applies only in the state of California, unless otherwise stands
- apply to ensuing loss or damage caused by or resulting from a specified

Errors In Systems Programming

This marriage does not apply to loss or damage caused by or resulting from:

errors or omissions in the development

electronic data processing property;

electronic data which is faulty, toadequate or defective for the use Intended at loss or damage.

This Errors In Systems Programming exclusion does not apply to cusuing loss or damage caused by or resulting from a specified peril,

Property Insurance



Policy Exclusions

(continued)

Governmental Or Military Action

This insurance does not apply to loss or damage caused by or resulting from seizure, confiscation, expropriation, nationalization or destruction of property by order of governmental or military authority, whether de jure or de facto, regardless of any other cause or event that directly or indirectly:

- contributes contamently to:
- committutes in any sequence to.

even If such other cause or event would otherwise be covered.

This Governmental Or Military Action exclusion does not apply to loss or damage caused by or resulting from acts of destruction ordered by governmental or military authority:

where the error of the time of a time to prevent in a fire would be covered under this insurance of

of destruction is made necessary by direct

electronic data processing property while in

a conveyance in or on which electronic data processing property while in loaded,

caused by or resulting from a technology peril.

Nuclear Hazard

This insurance does not apply to loss or damage caused by or resulting from nuclear reaction or radiation, or radioactive contamination, regardless of any other cause or event that directly or indirectly:

- contributes conquirently to:
- contributes in any sequence to.

even if such other cause or event would otherwise be covered,

This Nuclear Hazard exclusion does not apply to ensuing loss or damage to **electronic data processing property** caused by or resulting from fire, if the fire would be covered under this insurance and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

Planning, Design, Materials Or Maintenance

This insurance does not apply to loss or damage (including the costs of correcting or making good) caused by or resulting from any faulty, inadequate or defective:

- planning, zoning, development, surveying, siting;
- design, specifications, grading, contraction
- materials used in repair; renovation or remodeling;

of any property on or off the premises shown in the Declarations.

This Planning, Design, Materials Or Maintenance exclusion does not supply to ensuing kes or damage caused by or resulting from a technology peril.

Policy Exclusions (continued)

This insurance does not apply to loss or damage caused by or resulting from suspension or reduction of:

- electric or other power services;
- or other communication services,

regardless of any other cause or event

- contributes congurrently to:
- contributes in any sequence to.

even If such other cause or event would otherwise be covered,

This Utility Supply Failure exclusion does not

- if the suspension or reduction of such services is the direct result damage caused by or resulting from a technology peril; or
- to ensuing loss or damage caused by or resulting from a specified

Man And Millians

This marriage does not apply to loss or damage caused by or resulting from;

- including audeoland or civil
- warlike action by a military force, including action in hindering or defending against an actual
 or expected attack, by any government, sovereign or other authority using military personnel
 or other agents; or
- Insurrection, rebellion, revolution, usurped power or action taken by governmental or military authority, whether de jure or de facto, in hindering or defending against any of these,

regardless of any other cause or even; thou fly to millionally,

- contributes consumently to:
- contributes in any sequence to.

even If such other cause or event would otherwise be covered.

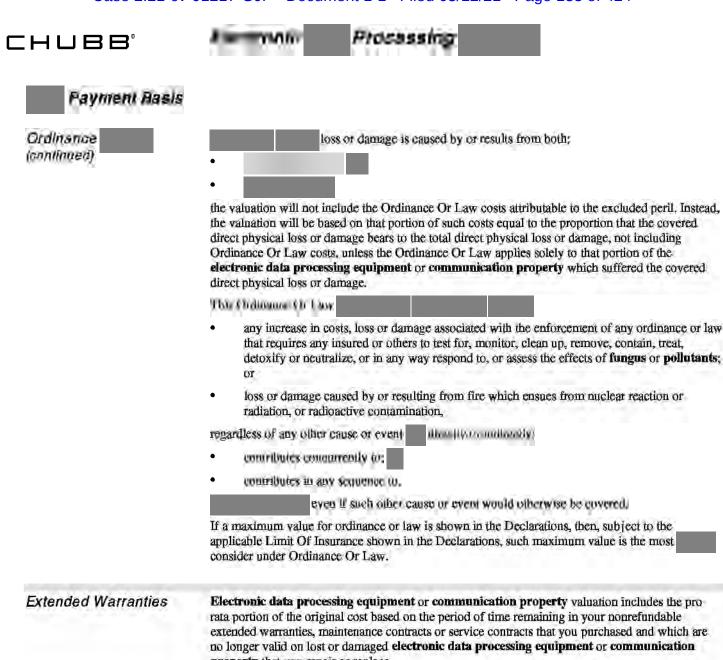
Wear And Tear

This insurance does not apply to loss or damage caused by or resulting from wear and tear or deterioration,

This Wear And Tear exclusion does not apply to ensuing loss or damage caused by or resulting from a specified peril or water.

HUBB	A STORY	Processing	
Z/MANUSCO		in any occurrence is the amount of loss or damage, nsurance shown in the Declarations.	
	If any Premises Coverage or Additional Coverage appears in more than one contract which form a part of this policy, unless otherwise specified, the applicable Limit Of Insurance shown in the Declarations for such coverages is the most we will pay in any occurrence, regardless of the number of contracts in which such Premises Coverage or Additional Coverage appears.		
Deductible		able Limit Of Insurance, we will pay the amount of loss or damagible amount shown in the Declarations for each occurrence,	ge in excess o
	If two or more deduct apply, unless otherwis	tibles apply to the same occurrence, which will be se stated.	Hose addition
Loss Payment Basis	The following Loss P unless otherwise state	Payment Basis provisions apply to all coverages contained within ad.	this contract,
	andie geriica	third into Of Insurance shown in the Declarations;	
	covered proper	rty is valued on a replacement has say described below.	
		Basis shown in the Declarations is Actual	
	otherwis	se stated under Loss Payment	
		includes, for electronic data processing equipment or commun s you incur as described below under Ordinance or Law and Ext	
Qu. econ	of loss or	r damage covered by this insurance,	
Challan	 pay the coveres 	d value of the lost or damaged covered property:	
	 pay the cost of in value of the 	repairing or replacing the lost or damaged covered property plus repaired item;	any reductio
	•	of the covered property at an agreed or approised value;	
		ce the covered property with other such property of comparable n same use or occupancy.	naterial
Replacement Cost Basis	time of loss or damag	ered property will be valued at the cost to repair or replace such page, but not more than you actually spend to repair or replace such ocation for the same use or occupancy. There is no deduction for existion.	property at
	If you replace the lost customs duties incurre	t or damaged electronic data processing property, ed.	
	If you do not repair of Cash Value Basis.	or replace the covered property, unly pay as provided and	er Actual
		repair or replacement of the lost or damaged covered property we of the loss or damage, we will pay you the difference between the and the lesser of the:	
	•	ilse time of loss or damage;	

Payment Basis	
Replacement Cost Basis continued)	costs you incur to repair or replace. Payment under the Replacement Cost Basis will the completion of the repairs or the replacement of the covered property.
	If the Loss Payment Basis shown in the Declarations is Actual Cash Value, lost or damaged covered property will be valued at the cost to repair or replace such property at the time of loss or damage with material of like kind and quality, less allowance for each of the following: • • • • • • • • • • • • •
	If there is an ordinance or law in effect at the time of loss or damage that regulates zoning, land use or construction of electronic data processing equipment or communication property, and if that ordinance or law affects the repair or replacement of the lost or damaged electronic data processing equipment or communication property and if you:
	repair or replace the electronic data processing equipment or communication soon as reasonably possible, the valuation will include:
	the replacement cost of the damaged and undamaged portions of the electronic data processing equipment or communication property; or
	the actual cash value of the damaged and undamaged portions of the electronic data processing equipment or communication property (if the applicable Loss Payment Basis shown in the Declarations is Actual Cash Value);
	the costs to demolish and clear the site of the undamaged portion of the electronic data processing equipment or communication property; and
	the increased cost to repair or replace electronic data processing equipment or communication property to the same general size at the same site and for the same general use, to the minimum standards of such ordinance or law, except we will not include any costs:
	incurred outside the legal property boundary of the premises shown in the Declarations;
	if electronic data processing equipment or communication valued on an actual cash value basis; or
	attributable to any ordinance or law
	do not repair or replace the electronic data processing equipment or communication property, the valuation will include:
	the actual cash value of the damaged and undamaged portions of the electronic data processing equipment or communication property; and
	the cost to demolish and clear the site of the undamaged portion of the electronic data processing equipment or communication property.



property that you repair or replace.

Loss Payment Basis **Exceptions**

Electronic data is valued on the full cost of replacement or reproduction at the time of direct physical loss or damage when the electronic data is actually replaced or reproduced.

If the **electronic data** is not replaced or remoduced, the value is based on the cost blank media.

Loss Payment Basis Exceptions

(continued)

Madesplaced

Electronic data processing property which suffers direct physical loss or damage caused by or resulting from fire which ensues from nuclear reaction or radiation, or radioactive contamination, is valued on an actual cash value basis, subject to all other exceptions described under Loss Payment Basis Exceptions.

Electronic Data Processing Property Not Owned By You

Electronic data processing property not owned by you is valued on the same basis as your electronic data processing property, subject to all other exceptions described under Loss Payment Basis Exceptions, but we will not pay more than the amount for which you are contractually liable.

Labor, materials and services that you furnish or arrange on electronic data processing property not owned by you is valued based on the actual cost of the labor, materials and services.

Loss Payment Limitations

pay for any loss or damage that results from loss of market,

Conditions (Including Coverage Territory)

The conditions applicable to this contract are contained in the Property/Business Income Conditions And Definitions form included in this policy.

Definitions

The definitions applicable to this contract are contained in the Property/Business Income Conditions And Definitions form included in this policy,

Premises Coverages	3
Additional Coverages	4
Limits Of Insurance	5
Loss Determination	.5
Loss Payment Limitations	6
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Words and phrases that appear in **bold** print have special meanings and are defined in the Property/Business Income Conditions And Definitions form included in this policy.

Throughout this contract, the words "you" and "your" refer to the Named Insured shown in the Declarations of this policy. The words "we", "us" and "our" refer to the company providing this insurance.

Premises Coverages

The following Premises Coverages apply only at those premises for which a Limit Of Insurance applicable to such coverages is shown in the Declarations.

a roberwise provided. In the dames many

iv = Av = v = 000

occur at or within 1,000 feet other than a dependent business premises, shown in the Declarations.

We will pay for the actual **extra expense** you incur due to the actual or potential impairment of your **operations** during the **period of restoration**, not to exceed the applicable Limit Of Insurance for Extra Expense shown in the Declarations.

This actual or potential impairment of **operations** must be caused by or result loss or damage by a **covered peril** to **property** unless otherwise stated.

This Premises Coverage applies only at

- where you incur an extra expense loss;
- Of Insurance for Extra Expense is shown in the Declarations.

Fungus Clean-up Or Removal

We will pay for the actual **extra expense** you incur due to the actual impairment of your **operations** during the **period of restoration**, not to exceed the applicable Limit Of Insurance For Extra Expense shown in the Declarations.

This actual impairment of operations must in the presence of fungus at your premises shown in the Declarations.

begin immediately after the date the fungus first

- 45 consecutive days after this coverage begins;
- when your implication -

Whichever overm from

This Premises Coverage does not apply if the presence of lungus;

is caused by or results from:

would be covered under this insurance;

existed prior to the effective date shown in the Declarations;

Fungus Clean-up Removal (continued)	is not reported to us in writing as soon as possible after you first become aware, or in the exercise of reasonable care should have been aware, of the presence of fungus ; or premises shown under Excluded Premises in the Declarations.
Additional Coverages	The following Additional Coverages apply within the coverage territory.
	We will pay for the actual extra expense you incur due to the actual operations, directly caused by the prohibition of access to: a dependent business premises.
	This prohibition of access by a civil authority must be the direct result of direct physical loss or damage to property away from such premises or such dependent business premises by a covered peril, provided such property is within: •
	 the applicable rulles shown in the Declarations,
	from such premises or dependent business premises, who have a promo-
	The most we will pay for Civil Authority is the applicable Limit Of Insurance for Extra Expense shown in the Declarations.
	The coverner will begin immediately after the time the civil authority prohibits access and will end:
	 30 consecutive days after the coverage begins;
	 whenever your extra expense is no longer required,
	Whichever occum from
	This Additional Coverage does not loss or damage is caused by or results from earthquake or flood.
Dependent Business Premises	We will pay for the actual extra expense you incur due to the actual or potential impairment of your operations during the period of restoration , not to exceed the applicable Limit Of Insurance for Dependent Business Premises shown under Extra Expense in the Declarations.
	This actual or potential impairment of operations must be caused by or result from direct physica loss or damage by a covered peril to property or personal property of a dependent business premises at a dependent business premises shown in the Declarations.
	This Additional Coverage does not results from earthquake or flood.



(continued)

We will pay for the actual **extra expense** you incur due to the actual or potential impairment your **operations**, not to exceed the applicable Limit of Insurance for Loss Of Utilities shown under Extra Expense in the Declarations.

This actual or potential impairment of operations must meet the control of the co



property of a utility located either inside or outside of a building;

•

excluding overhead communication, supply your premises with:

communication apply;

•

•

.

•

pay such has provided that the disruption of services;

due to your failure to comply with the terms and conditions of any contract;

has been reported to the service provider.

This Additional Coverage does not loss or damage is caused by or results from earthquake or flood.

Limits Of Insurance

The most we will pay in any occurrence is the amount of loss, not to exceed the applicable Limit Of Insurance shown in the Declarations.

Loss Determination

In making any loss determination under this coverage, we will utilize relevant sources of information, including:

records and accounting procedures;

involces and other voughers;

•

written agreements evidencing grams.

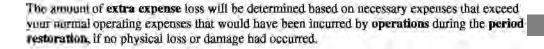
status and feasibility imports;

hudgeting and marketing records.

Property Insurance

Loss Determination

(continued)



- the salvage value that remains of any property bought for temporary use during the period of restoration, once operations are resumed; and
- my rates or peans that is paid for by other insurance.

Resumption Or Continuance Of Operations If you elect not to resume or continue operations, we will not make any payment for extra expense,

Loss Payment Limitations

extra expense you incur for the demolition or removal

Increase Of Loss Due To Death Or Injury We will not pay for any extra expense you incur caused by or resulting from any injury, sickness, disease, death, emotional injury, emotional distress or humiliation of any person.

Increase Of Loss Due To Strikers Or Others Causing A Delay We will not pay for any increase of loss caused by or resulting from delay in repairing or replacing property or resuming your **operations**, due to interference at the location of the repair, replacement or **operations** by strikers or other persons.

Loss Or Damage To Electronic Data We will not pay for any extra expense you incur caused by or resulting from direct physical loss or damage to electronic data, unless such direct physical loss or damage is caused by or results from:

- •
- .
- earthquake, (except California) to the extent covered under the Electronic Data Processing Property contract which is part of this policy;
- •
- •
- flood, to the extent covered under the Electronic Data Processing Property contract part of this policy.
- •
- leakage from fire protection equipment;
- •



Loss Payment Limitations

Loss Or Damage Electronic Data (continued)



- •
- .

Loss Or Damage To Property Used To Provide Utility Services Except as provided for in the Loss Of Utilities Additional Coverage, we will not pay for any extra expense caused by or resulting from loss or damage to:

- building;
- property of a utility located either inside or outside of a building;
- •

used by you or a utility or provide you with utility services.

Loss Or Damage To Water

We will not pay for any extra expense you incur for loss or damage to water.

Nuclear Hazard

We will not pay for any extra expense you incur for loss or damage to building or personal property caused by or resulting from fire which ensues from nuclear reaction or radiation, or radioactive contamination.

Pollutant Clean-up Or Removal

We will not pay for any extra expense caused by or resulting from the:

- clean up or removal of pollutants from any land, water or air, either inside or outside of a building; or
- testing for, monitoring, containing, treating, detoxifying or neutralizing, responding to or assessing the effects of pollutants.

Conditions (Including Coverage Territory)

The conditions applicable to this contract are contained in the Property/Business Income Conditions And Definitions form included in this policy,

Definitions

The definitions applicable to this contract are contained in the Property/Business Income Conditions And Definitions form included in this policy,



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Words and phrases that appear in **bold** print have special meanings and are defined in the Property/Business Income Conditions And Definitions form included in this policy.

Throughout this contract the words "you" and "your" refer to the Named Insured shown in the Declarations of this policy. The words "we", "us" and "our" refer to the company providing this insurance.

Coverages



We will pay for direct physical loss or damage to **mobile equipment** caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Mobile Equipment shown in the Declarations.

Civil Authority

We will pay for direct physical loss or damage to **mobile equipment** caused by or resulting from actions by a civil authority in an attempt to avoid further loss or damage caused by or resulting from a peril not otherwise excluded,

The most we will pay for Civil Authority is the applicable Limit Of Insurance for Mobile Equipment shown in the Declarations.

From d Furne

We will pay for the actual **extra rental expense** you incur due to the actual or potential impairment of your **operations** during the **period of restoration**, not to exceed the applicable Limit Of Insurance for Mobile Equipment – Extra Rental Expense shown in the Declarations.

This actual or potential impairment of **operations** must be caused by or result loss or damage to **mobile equipment** by a peril not otherwise excluded.

The most we will pay in any occurrence is the amount of extra rental expense, not applicable Limit Of Insurance for Extra Rental Expense shown in the Declarations.

Fire Protection Equipment

We will pay the cost you incur to refill your discharged fire protection equipment there is direct physical loss or damage to your mobile equipment.

This Coverage is provided regardless of whether a Limit Of Insurance is shown in de-Declarations.

Newly Acquired Mobile Equipment

We will pay for direct physical loss or damage to newly acquired **mobile equipment** caused by or resulting from a peril not otherwise excluded, not to exceed the lesser of:

Of Insurance for Mobile Equipment shown in the Declimitions:

This coverage applies until of the following occurs:

 you report the value of the mobile equipment to us, and we add such mobile equipment to this policy;

Newly Acq	uired Mobile
Equipment	
(continued)	

90 days pass from the date you acquire the mobile equipment;

•

We will charge you additional premium for the reported values from the date you acquire the mobile equipment to this policy.

Preparation Of Loss Fees

We will pay the reasonable and necessary expenses we require you to incur after covered direct physical loss or damage to **mobile equipment** to determine the extent of such loss or damage, not to exceed the applicable Limit Of Insurance for Preparation of Loss Fees shown in the Declarations.

apply to any expenses you incur for any:

- •
- of your subsidiaries or affiliates.

Public Salety Charges

sasuros ander any contract

are required to pay by local

in effect at the time of the direct physical loss or damage, if a fire department or other municipal agency charged with preserving public safety is called to save or protect **mobile equipment** from direct physical loss or damage caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Public Safety Service Charges shown in the Declarations,

mobile equipment while:

- being moved to another location or returned from such location to its original
- tompromotive consult of

if you must move the **mobile equipment** from such location to preserve it from imminent loss or damage caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Mobile Equipment shown in the Declarations.

Debris Removal Coverage

The following Debris Removal Coverage applies,

We will pay for the costs you incur to demolish and remove debris of damaged mobile equipment within the coverage territory stated in this policy applicable to mobile equipment, caused by or resulting from a peril not otherwise excluded that occurs during the policy period.

A. pur ler dames consistal

25% of the covered direct.

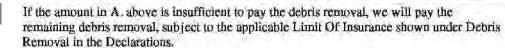


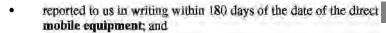


Debris Removal Coverage

Debris Removal (continued)

 the remaining applicable Limit Of Insurance for Mobile Equipment shown in the Declarations, after payment of the covered direct physical loss or damage.





 a Limit Of Insurance applicable to the damaged mobile equipment is shown in the Declarations.

clean up or remove pollutants from land.

restore or replace polluted land.

either inside or outside of a building.

Policy Exclusions

The following Policy Exclusions apply to all the Coverages in this contract,

This insurance does not apply to loss or damage caused by or resulting from acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

This Acts Or Decisions exclusion does not apply to ensuing loss or damage caused by or resulting from a peril not otherwise excluded.

Collapse Or Collision Of Booms Or Jibs

This insurance does not apply to loss or damage caused by or resulting from collapse or collision of booms or jibs, unless directly caused by or resulting from fire or lightning, wind or hail, riot or civil commotion, **flood**, earthquake or collapse of a **building**.

(The any seed arms

This immune does not apply to loss or damage caused by or resulting from;

- shortage disclosed on taking inventory,

where there is no physical

This Disappearance exclusion does not apply to ensuing loss or damage caused by or resulting from a peril not otherwise excluded.

(continued)

This insurance does not apply to loss or damage caused by or resulting from fraudulent, dishonest or criminal acts or omission committed alone or in collusion with others by you, your partners, members, officers, managers, directors, trustees, employees, anyone performing acts coming within the scope of the usual duties of your employees, or by anyone authorized to act for you, or anyone to whom you have entrusted covered property for any purpose.

This Dishonesty exclusion does not

A.

ensuing loss or damage caused by or resulting from a peril

This immunity their not apply to loss or damage caused by or resulting from electric breakdown.

Governmental Or Military Action

This insurance does not apply to loss or damage caused by or resulting from seizure, confiscation, expropriation, nationalization or destruction of property by order of governmental or military authority, whether de jure or de facto, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to:
- contributes in any sequence to.

even if such other cause or event would otherwise be covered,

This Governmental Or Military Action exclusion does not apply to loss or damage caused by or resulting from acts of destruction ordered by governmental or military authority when taken at the time of a fire to prevent its spread, if the fire would be covered under this insurance.

Inherent Vice/Latent Defect

This insurance does not apply to loss or damage caused by or resulting from inherent defect.

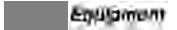
- loss or damage caused by or resulting from a specified
- ensuing loss or damage caused by or resulting from a specified

block=Clercon

This insurance does not apply to loss or damage caused by or resulting from nuclear reaction or radiation, or radioactive contamination, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to:
- contributes in any sequence to.
- even if such other cause or event would otherwise be covered,





Nuclear Hazard (continued) This Nuclear Hazard exclusion does not apply to ensuing loss or damage to **mobile equipment** caused by or resulting from fire, if the fire would be covered under this insurance and there is a law in effect in the jurisdiction when the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

Planning, Design, Materials Or Maintenance This insurance does not apply to loss or damage (including the costs of correcting or making good) caused by or resulting from any faulty, inadequate or defective;

- planning, zoning, development, surveying, siting;
- design, specifications, grading, compaction;
- materials used in repair, renovation or remodelling
- of any property on or off the premises shown in the Declarations.

This Planning, Design, Materials Or Maintenance exclusion does not apply to condim loss or damage caused by or resulting from a peril not otherwise excluded.

This insurance does not apply to loss or damage caused by or resulting from the suspension or reduction of:

- or other power services;
- .
- or other communication services,

regardless of any other cause or event

- contributes concurrently to:
- · contributes in any sequence to,

even if such other cause or event would otherwise be covered,

This Utility Supply Failure exclusion does not

- if the suspension or reduction of such services is the direct result of direct damage caused by or resulting from a peril not otherwise excluded; or
- to ensuing loss or damage caused by or resulting from a specified

(continued)

This insurance does not apply to loss or damage caused by or resulting from rust, corrosion or discoloration.

This Rust exclusion does not apply to ensuing loss or damage caused by or resulting from a specified peril.

Was and Miller

This insurance slow not apply to loss or damage caused by or resulting from:

- including undealized or civil
- warlike action by a military force, including action in hindering or defending against an
 actual or expected attack, by any government, sovereign or other authority using military
 personnel or other agents; or
- insurrection, rebellion, revolution, usurped power or action taken by governmental or military authority, whether de jure or de facto, in hindering or defending against any of these,

regardless of any other cause or event the common than the combination

- contributes concurrently to:
- contributes in any sequence to.

even if such other cause or event would otherwise be covered,

This insurance does not apply to loss or damage caused by or resulting from wear and tear or deterioration:

This Wear And Tear exclusion does not apply to ensuing loss or damage caused by or resulting from a specified peril or water.

Weight Load

This insurance does not apply to loss or damage caused by or resulting from the weight of a load exceeding the manufacturer's rated lifting capacity as specified in load charts, brochures or manuals published by the manufacturer.

Limits Of Insurance

The most we will pay in any occurrence is the amount of loss or damage, not to exceed the applicable Limit Of Insurance shown in the Declarations.

If any Coverage appears in more than one contract which form a part of this policy, unless otherwise specified, the applicable Limit Of Insurance shown in the Declarations for such Coverage is the most we will pay in any occurrence, regardless of the number of contracts in which such Coverage appears,

HUBB:		Ершатип	
		ject to the applicable Limit Of Insurance, we will pay se applicable deductible amount shown in the Declarati	
		yo or more deductibles apply to the same occurrence, y, unless otherwise stated.	storet - dealor tifthe setti
Loss Payment Basis		following Loss Payment Basis provisions apply to all tract, unless otherwise stated.	coverages contained within this
		to the applicable (tout Of Insurance shown in the	Declarations:
	Α.	mobile equipment is valued on an actual cash value	
		Basis shown in the Declara	
		2. otherwise stated under Loss Payment	
	В.	valuation also includes costs you incur as described	under Extended Warrantles,
100x 4 mm		of loss or damage covered by this insurance,	
Cychia	•	pay the covered value of the lost or damaged covere	d mobile equipment;
	•	pay the cost of repairing or replacing the lost or dam any reduction in value of the repaired item;	aged covered mobile equipment plus
	•	of the covered mobile equipmen	ni al an agreed or supraised value;
	•	repair or replace the covered mobile equipment wit equipment of comparable material and quality for the	
Replacement Cost Basis	mol time equi	te Loss Payment Basis shown in the Declarations is repolle equipment will be valued at the cost to repair or repolled of loss or damage, but not more than you actually specipment for the same use or occupancy. There is no deducted the control of	eplace such mobile equipment at the nd to repair or replace such mobile
		ou replace the lost or damaged mobile equipment, rred.	include customs duites
		ou do not repair or replace the mobile equipment, b Value Basis.	only pay as provided under Actual
	mor	ou commence the repair or replacement of the lost or daths from the date of the loss or damage, we will pay you value previously paid and the lesser of the:	
	•	the time of live or Jamure;	
	•	costs you mear to repair or replace,	
		ment under the Replacement Cost Basis will replacement of the mobile equipment.	the completion of the repairs or

Loss Payment Basis

(continued)



Lost or damaged **mobile equipment** will be valued at the cost to repair or replace such **mobile equipment** at the time of loss or damage with material of like kind and quality, less allowance for each of the following;

- •
- .

Extended Warranties

Mobile equipment valuation includes the pro rata portion of the original cost based on the period of time remaining in your nonrefundable extended warranties, maintenance contracts or service contracts that you purchased and which are no longer valid on lost or damaged mobile equipment that you repair or replace.

Loss Payment Basis Exceptions



Mobile equipment not owned by you is valued on the same basis as your mobile equipment, subject to all other exceptions described under Loss Payment Basis Exceptions, but we will not pay more than the amount for which you are contractually liable.

block - Charles

Mobile equipment which suffers direct physical loss or damage caused by or resulting from fire which ensues from nuclear reaction or radiation, or radioactive contamination, is valued on an actual cash value basis, subject to all other exceptions described under Loss Payment Basis Exceptions.

Loss Payment Limitations



We will not pay for any loss or damage to unless such loss or damage is caused by or results from:

- •
- covered under this contents
- •
- •
- - covered under this contener;
 - .

CHUBB	Egulament	
Loss Payment Limitations		
Electronic Data (continued)	leakage from fire protection equipment;	
Loss Determination –	pay for any loss or damage that results from loss of market. In making any loss determination under extra rental expense, we will utilize relevant sources	s of
Extra Rental Expense	information, including:	0.01
	your financial records and accounting procedures;	
	involces and other vouchers;	
	Manage and Amendal (III) among a vi	
	status and coatbility reports; budgeting and oranketing records.	
Front of Figures	bir determined based sin:	
	 all rental expenses that exceed your normal rental expenses that would have been incur by operations during the period of restoration, if no direct physical loss or damage ha occurred; and 	
	all necessary expenses that y to the man remains a minimal minimal place incurred.	lawe
	 the salvage value that remains of any mobile equipment bought for remaining the period of restoration, once operations are resumed; and 	ing:
	is paid for by other insurance,	
	If you elect not to rent substitute mobile equipment,	

Conditions (Including Coverage Territory)

The conditions applicable to this contract are contained in the Property/Business Income Conditions And Definitions form included in this policy. Any additional conditions are shown in the Additional Conditions section of this contract.

Additional Condition



Coinsurance applies to **mobile equipment** only when a coinsurance percentage under Mobile Equipment is shown in the Declarations.

Colorange of the min apply to mobile equipment you lease,

If commonwer applies our nextman loss payment by determined or follows:

- determine the value of the covered mobile equipment at the time of loss or damage in accordance with the applicable Loss Payment Basis as provided under Loss Payment Basis;
- multiply the value determined in step A, by the applicable coinsurance percentage shown in the Declarations;
- divide the applicable Limit Of Insurance for Mobile Equipment shown to the Unclanditions by the amount determined in step B.;
- multiply the total amount of the covered loss or damage, before the application of my deductible, by the amount determined in step C.; and
- E. the applicable deductible from the amount indevation to impute

The amount determined in step E, is the most we will pay for loss or damage, not applicable Limit Of Insurance for Mobile Equipment shown in the Declarations.

Definitions

The definitions applicable to this contract are contained in the Property/Business Income Conditions And Definitions form included in this policy. Any additional definitions or amended definitions are shown in the Additional Definition section of this contract and the Amended Definitions section of this contract.

Additional Definition



Extra rental expense means necessary rental expenses you incur for substitute mobile equipment, in an attempt to continue operations, over and above the rental expenses you would have normally incurred provided you do not have equivalent idle mobile equipment at your disposal.

Amended Definitions

Operations means your business activities involving the use of mobile equipment.

Property Insurance





Amended Definitions

(continued)

Period Of Restoration

Period of restoration means the period of time that begins immediately after the time of direct physical loss or damage to the **mobile equipment** and ends on the date such **mobile equipment** has been repaired or replaced.

Period of restoration does not include any increased period due to the enforcement of any ordinance or law that regulates the construction, use or repair, or requires the tearing down of any property.

Accounts Receivable, And Valuable Papers

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Premises Coverages	
Additional Coverages	.4
Debris Removal Coverage	
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Accounts Receivable, And Valuable Papers

Words and phrases that appear in **bold** print have special meanings and are defined in the Property/Business Income Conditions And Definitions form included in this policy.

Throughout this contract, the words "you" and "your" refer to the Named Insured shown in the Declarations of this policy. The words "we", "us" and "our" refer to the company providing this insurance.

Premises Coverages

The following Premises Coverages apply only at those premises for which a Limit Of Insurance applicable to such coverages is shown in the Declarations.

an otherwise provided the loss or damage musi;

the premises shown in the Declarations,

We will pay for the **accounts receivable** loss you incur caused by or resulting from direct physical loss or damage to your **accounts receivable records** caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Accounts Receivable shown in the Declarations.

Fine Arts

We will pay for direct physical loss or damage to **fine arts** caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Fine Arts shown in the Declarations.

Money And Securities -On Premises

We will pay for direct physical loss or damage to money or securities caused by or resulting from a peril not otherwise excluded on premises, not to exceed the applicable Limit Of Insurance for Money And Securities On Premises shown in the Declarations.

Public Safety Service Charges

We will pay the charges you:

- assume under any contract or agreement; or
- are required to pay by local

in effect at the time of the direct physical loss or damage, if a fire department or other municipal agency charged with preserving public safety is called to save or protect your property from direct physical loss or damage caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Public Safety Service Charges shown in the Declarations.

Removal

We will pay for:

 the accounts receivable loss you incur caused by or resulting from direct damage to your accounts receivable records; or

Aamoval (continued)

- loss or damage to fine arts or valuable papers,
- being moved to another location or returned from such location to its original
- Leading of Commercial

if you must move the accounts receivable records, fine arts or valuable papers from such location to preserve such property from imminent loss or damage caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit of Insurance for Accounts Receivable, Fine Arts, or Valuable Papers shown in the Declarations.

We will pay for direct physical loss or damage to **valuable papers** caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Valuable Papers shown in the Declarations.

Additional Coverages

The following Additional Coverages apply within the coverage territory.

- the accounts receivable loss you incur caused by or resulting from direct physical loss or damage to your accounts receivable records at unspecified premises caused by or resulting from a peril not otherwise excluded; or
- direct physical loss or damage to fine arts or valuable papers at mapped and manufactured by or resulting from a peril not otherwise excluded.

not to exceed the applicable Limit Of Insurance for Accounts Receivable, I iii III Papers shown under Any Other Location in the Declarations.

Exhibition, Fair Or Trade Show

We will pay for direct physical loss or damage to **fine arts** at any exhibition fair or trade show caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Fine Arts shown under Exhibition, Fair Or Trade Show in the Declarations.

- the accounts receivable loss you incur caused by or resulting from direct physical loss or damage to your accounts receivable records while in transit caused by or resulting from a peril not otherwise excluded; or
- direct physical loss or damage to fine arts or valuable papers while in a resulting from a peril not otherwise excluded.

not to exceed the applicable Limit Of Insurance for Accounts Receivable, William Papers shown under In Transit in the Declarations.

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Accounts Receivable, And Valuable Papers

Additional Coverages (continued)

Money And Securities -Off Premises

We will pay for direct physical loss or damage to **money** or **securities** caused by or resulting from a peril not otherwise excluded **off premises**, not to exceed the applicable Limit Of Insurance for Money And Securities Off Premises shown in the Declarations.

Newly Acquired Fine Arts

We will pay for direct physical loss or damage to newly acquired **fine arts** at the premises shown in the Declarations or at newly acquired premises caused by or resulting from a peril not otherwise excluded, not to exceed the Limit Of Insurance for Fine Arts shown in the Declarations under Newly Acquired Premises or Newly Acquired or Constructed Property.

Cosmor applies until of the following occurs:

- you report the value of the newly acquired fine arts at the premises shown in the
 Declarations or at the newly acquired premises to us and we add such fine arts or premises
 to this policy;
- 180 days pass from the date you acquire the fine arts;

things wan additional premium for the reported values from the date you acquire;

- •
- •

If we add such fine arts or premises to this policy,

Preparation. Fees

pay the reasonable and necessary expenses we require you to incur after covered direct loss or damage to:

- accounts receivable records
- •

to determine the extent of such loss or damage, not to exceed the applicable Limit for Preparation Of Loss Fees shown in the Declarations.

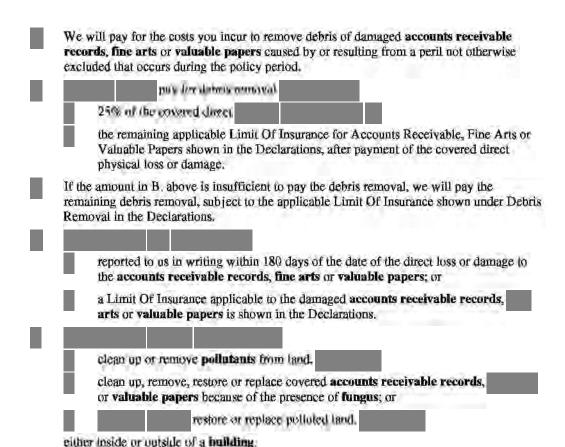
apply to any expenses you

- •
- of your subsidiaries or affillates.

Property Insurance

Debris Removal Coverage

The following Debris Removal Coverage applies.



Policy Exclusions

The following Policy Exclusions apply to all the coverages in this contract.

This insurance does not apply to loss or damage caused by or resulting from acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

This Acts Or Decisions exclusion does not apply to ensuing loss or damage caused by or resulting from a peril not otherwise excluded.

Dishonesty

This insurance does not apply to loss or damage caused by or resulting from fraudulent, dishonest or criminal acts or omissions committed alone or in collusion with others by you, your partners, members, officers, managers, directors, trustees, employees, anyone performing acts coming within the scope of the usual duties of your employees, or by anyone authorized to act for you, or anyone to whom you have entrusted covered property for any purpose.

This Dishonesty exclusion does not

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Accounts Receivable, And Valuable Papers

Policy Exclusions

Dishonesty (continued) acts committed by carriers or warehousemen for hire or anyone claiming to be a carrier or warehouseman for hire, other than:

rusteer and employers;

anyone performing acts coming within the scope of the usual employees; or

anyone authorized to see

ensuing loss or damage caused by or resulting from a peril

Governmental Or Military Action

This insurance does not apply to loss or damage caused by or resulting from seizure, confiscation, expropriation, nationalization or destruction of property by order of governmental or military authority, whether de jure or de facto, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to:
- contributes in any sequence to.

even if such other cause or event would otherwise be covered,

This Governmental Or Military Action exclusion does not apply to loss or damage caused by or resulting from acts of destruction ordered by governmental or military authority:

when taken as the time of a tire in prevent. If the fire would be covered under this insurance or

of destruction is made necessary by direct

accounts receivable records, fine arts or valuable papers while in

a conveyance in or on which accounts receivable records, papers while in transit is loaded.

caused by or resulting from a peril

Nuclear Hazard

This insurance does not apply to loss or damage caused by or resulting from nuclear reaction or radiation, or radioactive contamination, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to:
- contributes in any sequence to.

even if such other cause or event would otherwise be covered,

This Nuclear Hazard exclusion does not apply to ensuing loss or damage to accounts receivable records, fine arts, money or securities or valuable papers caused by or resulting from fire, if the fire would be covered under this insurance and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

Policy Exclusions (continued)	
Planning, Design, Materials Or Maintenance	This insurance does not apply to loss or damage (including the costs of correcting or making good caused by or resulting from any faulty, inadequate or defective: design, specifications, grading, compaction; materials used in repair. of any property on or off the premises shown in the Declarations. This Planning, Design, Materials Or Maintenance exclusion does not apply to emailing from a peril not otherwise excluded.
War And Military Action	This insurance does not apply to loss or damage caused by or resulting from: methoding underlined or civil warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or insurrection, rebellion, revolution, usurped power or action taken by governmental or military authority, whether de jure or de facto, in hindering or defending against any of these, regardless of any other cause or event

Wear And Tear

This insurance does not apply to loss or damage caused by or resulting from wear and tear or deterioration,

even if such other cause or event would otherwise be covered,

This Wear And Tear exclusion does not

contributes in any sequence to,

- many society of the
- ensuing loss or damage caused by or resulting from a specified

Property Insurance Form 80-02-1048 (Ed. Case 2:21-cv-01217-GJP Document 1-1 Filed 03/12/21 Page 163 of 424

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Accounts Receivable, And Valuable Papers

Accounts Receivable Exclusions	The following Accounts Receivable Exclusions apply solely to accounts receivable records:
	This insurance does not apply to loss or damage disclosed by an audit or inventory count. In the event the loss or damage is established by independent means, you may use an audit or inventory count to support your claim for that loss.
Bookkeeping	This insurance does not apply to bookkeeping, accounting or billing errors or omissions.
Fine Arts Exclusions	The following Fine Arts Exclusions apply solely to fine arts;
	This insurance does not apply to loss or damage caused by or resulting from nesting or infestation by, or discharge or release of waste products or secretions of:
	This Insects Or Animals exclusion does not apply to ensuing loss or damage caused by or resulting from a peril not otherwise excluded.
Repair, Restoration Or Retouching	This insurance does not apply to loss or damage caused by or resulting from repair, restoration or retouching.
Money And Securities Exclusions	The following Money And Securities Exclusions apply solely to money and securities:
	This immunicy does not a great feeting errors.
Books And Records	This insurance does not apply to loss or damage to manuscripts, records, accounts, media, microfilm or tapes.

This immune does not suply by loss of incourse

Income, Interest Or

Dividends

Money And Securities Exclusions (continued)	
	This immunion document costs or expenses you incur or pay:
	 In establishing the existence or the amount of any har or damped
	 in prosecuting or defending any legal proceeding or claim, whether or not any such proceeding results or would result in a loss or damage covered under this insurance.
	This insurance does not apply to loss or damage caused by or resulting from fire to property of others that you hold as a pledge or as collateral.
Forgery	This insurance does not apply to loss or damage caused by or resulting from forgery,
Kidnap/Ransom Extortion	This insurance does not apply to loss or damage caused by or resulting from kidnap/ransom or other extortion payments surrendered to any person as a result of a threat to do:
	 budlly have as any person;
	 damage to the premises or other property owned by you or held by you in any capacity.
	This Kidnap/Ransom Or Extertion exclusion does not apply to robbery of money or securities.
Limits Of Insurance	The most we will pay in any occurrence is the amount of loss or damage, not to exceed the applicable Limit Of Insurance shown in the Declarations.
	If any Premises Coverage or Additional Coverage appears in more than one contract which form part of this policy, unless otherwise specified, the applicable Limit Of Insurance shown in the Declarations for such coverage is the most we will pay in any occurrence, regardless of the number of contracts in which such Premises Coverage or Additional Coverage appears.
Deductible	Subject to the applicable Limit Of Insurance, we will pay the amount of loss or damage in excess of the applicable deductible amount shown in the Declarations for each occurrence.
	If two or more deductibles apply to the same occurrence, apply, unless otherwise stated.
Loss Payment Basis	
	Accounts receivable loss payment by determined or follows:
	when there is proof that a covered loss has occurred but you cannot accurately establish the amount of accounts receivable outstanding at the time of the loss, the amount of the loss will be based on your latest financial statements and will be computed as follows:
	determine the amount of all outstanding accounts receivable at the end of the same month in the year immediately preceding the year in which the loss occurred;

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Accounts Receivable, And Valuable Papers





Accounts Receivable (continued)

- determine your total gross sales of goods and services for the 12-month period immediately preceding the month in which the loss occurred;
- determine your total gross sales of goods and services for the 12-month period immediately preceding the same month in the year immediately preceding the year in which the loss occurred;
- calculate the percentage increase or decrease of step 2 over step 3;
- the total amount of accounts receivable as of the last day of the month in which the loss occurs will be the amount determined in step 4; and
- the established monthly amount of accounts receivable will be adjusted for the normal fluctuation in the amount of accounts receivable in the month in which the loss occurs;
- from the established total of devanus remainship
 - of any accounts evidenced by records not
 - any other amounts you are able to establish or collect;
 - an amount to allow for probable bad debts, returns, discounts and ullowances which you normally would have been unable to collect;
- if you recover the amount of any accounts receivable that were included in the amount of the paid loss, you will return the recovered amount to us, up to the total amount of the paid loss. You will keep the amount of any accounts receivable you recover in excess of the amount of the paid loss;
- you shall take reasonable measures to attempt the reproduction of accounts receivable records in an effort to mitigate your accounts receivable loss.

Fine Arts

Fine arts are valued based on market value.

Fine Arts Of Others

Fine arts not owned by you are valued on the same basis as your fine arts, subject to the Pair Or Set – Fine Arts Loss Payment Basis provision, but we will not pay more than the amount for which you are contractually liable,

Money

Money is valued based on:

- the face value of United States or Canadian currency if the loss involves United States or Canadian currency; or
- the United States dollar value of a foreign currency based on the free currency rate of
 exchange in effect on the day any loss involving foreign currency is discovered.

If the loss occurs before the **money** has been counted and recorded by you, the value of the **money** will not exceed the amount that is reasonably estimated and satisfactory to us.

Loss Payment Basis (continued)			
	of loss or damage or fine arts that		
	 the market value of the entire pair or set. return to us the remaining pieces;		
	 the cost to repair the lost or damaged pieces. You will keep the undamaged pieces. If the pair or set with the repaired pieces has a lower value than it had prior to the loss, we will also pay that difference. In no event will we pay more than the value that the pair or set had prior to the loss or damage; or 		
	 the market value of the lost or damaged pieces prior to the loss or damage when the pieces cannot be found or repaired. You will keep the undamaged pieces. If the remaining pieces have a reduced value, we will pay the difference between the value of the remaining pieces prior to the loss or damage and after the loss or damage. In no event will we pay more than the value the pair or set had prior to the loss or damage. 		
Securities	Securities are valued based on the lesser of the following:		
	the actual market value of the securities on the day loss payment Uniques or mineralism you hold as a pledge or as collateral or that		
	• the time you mide the loans		
	the amount of the loan that remains unpaid at amount at legal interest rates.		
Valuable Papers	Valuable papers are valued based on the full cost of replacement or reproduction at the time of direct physical loss or damage when they are actually replaced or reproduced.		
	If valuable papers are not replaced or reproduced, the value is based on the cost materials:		
Valuable Papers Of Others	Valuable papers not owned by you are valued on the same basis as your valuable papers, but we will not pay more than the amount for which you are contractually liable.		
Loss Payment Limitations			
	We will not pay for loss or damage to kies or damage is eaused by or results from:		
	• covered wider this contener:		

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Accounts Receivable, And Valuable Papers

Loss Payment Limitations

Electronic Data (continued)

- •
- covered under this content;
- •
- leakage from fire protection equipment;
- •
- •
- •
- •
- •
- .

Payment Made Others (Money Securities) We will deduct from any payment we make for loss or damage to money or securities the amount you recover from:

- you have with an armored vehicle company;
- Insurance carried by an armored vehicle company;
- insurance carried by others.

Conditions (Including Coverage Territory)

The conditions applicable to this contract are contained in the Property/Business Income Conditions And Definitions form included in this policy,

Definitions

The definitions applicable to this contract are contained in the Property/Business Income Conditions And Definitions form included in this policy,

Property Insurance

Impairment Of Computer Grant No. 15 Malicious Programming

Coverages	3
Policy Exclusions	3
Limits Of Insurance	. 5
Deductible	5
Loss Determination	.5
Loss Payment Limitations	6
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Additional Condition	7
Definitions	7
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Impairment Of Computer Malicious Programming

Words and phrases that appear in **bold** print have special meanings and are defined in the Property/Business Income Conditions And Definitions form included in this policy and the Amended Definitions section of this contract.

Throughout this contract, the words, "you" and "your" refer to the Named Insured shown in the Declarations of this policy. The words "we", "us" and "our" refer to the company providing this insurance.

Coverages

Impairment Of Computer Services - Inside Attack



· timone to constitue

•

you incur due to the actual impairment of your operations during the period of recovery of computer service, not to exceed the applicable Limit Of Insurance for Impairment Of Computer Services - Inside Attack shown in the Declarations.

This actual impairment of operations must be caused by or result from actual loss to electronic data or a system due to malicious programming by an insider, unless an exclusion applies.

Impairment Of Computer Services - Outside Attack

We will pay for the actual:

- electronic data recovery costs;
- business income loss; and

•

you incur due to the actual impairment of your operations during the period of recovery of computer service, not to exceed the applicable Limit Of Insurance for Impairment Of Computer Services - Outside Attack shown in the Declarations.

This actual impairment of **operations** must be caused by or result from actual loss to **electronic** data or a system due to malicious programming by an outsider, unless an exclusion applies.

Policy Exclusions

The following Policy Exclusions apply to all coverages provided in this contract.

This insurance does not apply to loss caused by or resulting from fraudulent, dishonest or criminal acts or omissions committed alone or in collusion with others by you, your partners, members, officers, managers, directors, trustees, employees, anyone performing acts coming within the scope of the usual duties of your employees, or by anyone authorized to act for you, or anyone to whom you have entrusted covered property for any purpose.

This Dishonesty exclusion does not apply to malicious programming by an insider.

(continued)

Governmental Or Military Action

This insurance does not apply to loss caused by or resulting from seizure, confiscation, expropriation, nationalization or destruction of property by order of governmental or military authority, whether de jure or de facto, regardless of any other cause or event that directly or indirectly:

- · contributes concurrently to:
- contributes in any sequence to.

even if such other cause or event would otherwise be covered,

Nuclear Hazard

This insurance does not apply to loss caused by or resulting from nuclear reaction or radiation, or radioactive contamination, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to:
- contributes in any sequence to.

even if such other cause or event would otherwise be covered,

Random Or Multiple Attack

This insurance does not apply to loss caused by or resulting from any malicious programming which:

- is not specifically directed at a system;
- is designed or intended to affect more than one computer system or network;
- actually affects more than one computer system or network,

This Random Or Multiple Attack exclusion does not apply to malicious programming by an outsider.

Was and Miller

This immune does not apply to loss caused by or resulting from:

- including undrolated or civil
- warlike action by a military force, including action in hindering or defending against an
 actual or expected attack, by any government, sovereign or other authority using military
 personnel or other agents; or
- insurrection, rebellion, revolution, usurped power or action taken by governmental or military authority, whether de jure or de facto, in hindering or defending against any of these.

regardless of any other cause or event the continuous

- contributes concurrently to:
- contributes in any sequence to.

even if such other cause or event would otherwise be covered,

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CHUBB

Impairment Of Computer Malicious Programming



Impairment Of Computer Services - Insider The most we will pay in any occurrence for the sum of electronic data recovery costs, business income loss and extra expense due to malicious programming by an insider, is the Limit Of Insurance for Impairment Of Computer Services - Inside Attack shown in the Declarations.

Impairment Of Computer Services - Outsider

The most we will pay in any occurrence for the sum of electronic data recovery costs, business income loss and extra expense due to malicious programming by an outsider, is the Limit Of Insurance for Impairment Of Computer Services - Outside Attack shown in the Declarations.

Subject to the Limit Of Insurance for Impairment Of Computer Services - Outside Attack, the most we will pay for the sum of all **electronic data recovery costs**, **business income** loss and **extra expense** due to **malicious programming** by an **outsider** that occurs during each separate 12-month policy period, is the Aggregate Limit Of Insurance for Impairment Of Computer Services - Outside Attack shown in the Declarations,

Deductible

Subject to the applicable Limit Of Insurance, we will pay the amount of electronic data recovery costs in excess of the applicable deductible amount shown in the Declarations for each occurrence.

If two or more deductibles apply to the same occurrence, apply, unless otherwise stated.

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Loss Determination

In making any loss determination under this contract, we may utilize relevant sources of information, including:

- records and accounting procedures;
- invoices and other vouchers;
- •
- status and feasibility reports;
- hudgeting and marketing records.

of business income loss will be determined based on the:

- income of your business before the malicious programming occurred;
- the likely net income of your business if no malicious programming occurred, but not
 including any business income that would likely have been earned as a result of an increase
 in the volume of business due to favorable business conditions caused by the impact of the
 covered loss on customers or on other businesses; and
- your continuing operating expenses, including your continuing normal payroll entered in the land in t

Loss Determination

(continued)

- of extra expense lives will be determined based on necessary expenses that:
- exceed your normal operating expenses that would have been incurred by operations
 during the period of recovery of computer services, if no malicious programming had
 occurred; and
- reduce the business income loss that otherwise would have been incorred.
- the salvage value that remains of any property bought for temporary use during the period of recovery of computer services, once operations are resumed; and
- my rates or proper time is paid for by other insurance.

Resumption Or Continuance Of Operations

We will reduce the amount of any business income loss payment to the extent you can resume or continue your operations, in whole or in part, by using any available electronic data or system, including the electronic data or system impacted by the malicious programming.

If you elect not to resume or continue operations;

- any loss determination for business income will be based on the length of time it would have taken to resume or continue operations with due diligence and dispatch; and
- •

Loss Payment Limitations

Contributing Physical Loss Or Damage

We will not pay for any business income loss or extra expense caused by or resulting from malicious programming if direct physical loss or damage:

- contributes concorrently to.
- contributes in any sequence to.

such business income loss or extra expense,

Extortion

We will not pay that part of any business income loss or extra expense you incur to respond to extortion or other similar threat.

Loss Of Market

We will not pay for any loss that results from loss of market, loss of use or delay.

Conditions (Including Coverage Territory)

The conditions applicable to this contract are contained in the Property/Business Income Conditions And Definitions form included in this policy, Any additional conditions are contained in the Additional Condition section of this contract.

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CHUBB

Impairment Of Computer Malicious Programming

Additional Condition

If a system is protected by security software, you are required to maintain and, as necessary, upgrade (at your own cost) such software so that it provides a technologically credible level of security.

We will not pay for any loss caused by multipliers programming if, programming, you;

- or deficiency in the security software and failed to correct
- failed to maintain the security software in complete working order;
- knew of any technologically credible upgrades to the security software that
 prevented the malicious programming, and failed to make them.

Definitions

The definitions applicable to this contract are contained in the Property/Business Income Conditions And Definitions form included in this policy. Any definition that amends the definitions contained in the Property/Business Income Conditions And Definitions form are shown in the Amended Definition section of this contract.

Amended Definition

Property/Business Income Conditions And Definitions

Conditions	3
Definitions	11

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Property/Business Income Conditions And Definitions

The following conditions apply to all contracts contained within the Property/ Business Income Insurance sections of this policy, except Care, Custody or Control Legal Liability, or as otherwise stated. There can be no abandonment of any covered property to us unless we specifically agree to such abandonment in writing. Appraisal If you and we do not agree on the amount of the loss or damage, either party may make a written demand for an appraisal of the loss or damage. In this event, you will select and pay a competent and impartial appraiser, and we will select and pay a competent and impartial appraiser. The two appraisers will select an umpire. If the appraisers cannot agree on an umpire, either may request that a judge of a court having jurisdiction make the selection. Each appraiser will separately state the value of the property and the amount of the loss or damage. If the appraisers do not agree, they will submit their statements to the umpire, Agreement by the umpire and either of the appraisers will be binding on you and us. equally share any other appraisal costs and the costs of the umpire. If there is an appround. Concealment Or This insurance is void if you or any other insured intentionally conceals or misrepresents any material fact or circumstance relating to this insurance at any time. Misrepresentation This insurance applies anywhere within and in transit within and between the contiguous United States of America, Canada, the States of Hawaii and Alaska, Puerto Rico and the territories or possessions of the United States of America or Canada, excluding: coastwise waterborne shipments to ur from Alaska; waterburne shipments via the Panama Canal; waterhome shipments to or from: territories or possessions of the United States of America or Canada, The Coverage Territory for:

Business Premises coverage:

Air Shipments coversus,

Mobile Communication Property coverage,

Property Insurance

Coverage Territory (continued)

For Contractors' Equipment coverage, Contractors Property, Mobile Equipment coverage, Leasehold Interest coverage, Money or Securities coverage or Building Under Construction coverage, the Coverage Territory is:

- the United States of America and its territories and possessions;
- Canada and its territories and possessions;
- •

Insured's Duties In Event Of Loss Or Damage the following are done in the event

- Notify us, or one of our authorized representatives, as soon as possible, as to what occurred. Include a description of the property involved, the time and place of the loss or damage, and names and addresses of available witnesses. If there has been loss or damage that may result in a loss under any Business Income or Extra Expense Insurance, notify us by telephone, telegraph or facsimile at our expense.
- Notify the police is a law may love been violated.
- Take every reasonable step to protect the covered property from further loss or damage, and keep a record of your expenses necessary to protect such covered property for consideration in the settlement of the claim. This will not increase any Limit Of Insurance. However, we will not pay for any subsequent loss or damage resulting from a peril that is not a covered peril. Also, if feasible, set the lost or damaged property aside and in the best possible order for examination.
- If you intend to continue your business,
 quickly as possible.
- File with us, or with our authorized representative, sworn proof of loss within 90 days after the date of loss or damage.
- Cooperate with us in the investigation.
 or handling of any claim.
- Authorize us to obtain records or reports necessary for our investigation.
- At our request, give us complete inventories of the damaged and undamaged property.
 Include quantities, costs, values and amount of loss or damage claimed.
- As often as may be reasonably required,
 books and records.

 the property and examine your
 books and records.
- Permit us to take samples of the damaged and undamaged property for inspection, analysis, and permit us to make copies of your books and records.
- Permit us to examine any insured under oath, outside the presence of any other insured at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

Failure of an agent or one of your employees, other than an officer, to notify us of any loss or damage that such agent or employee knows about will not affect the insurance afforded you by this policy.

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Property/Business Income ☐ ☐ ☐ ☐ ☐ ☐ Conditions And Definitions

Conditions
(continued)

	This condition is intended to facilitate payment of loss or damage to property that is covered by:
	Botter and Machinery insurance issued by a different
	when there is agreement between the insuring companies as to the existence of coverage, but a disagreement as to the amount of the loss or damage to be paid by each insuring company.
	The provisions of paragraph C, of this condition apply only if all requirements are met:
	the Boiler and Machinery insurance contains a provision with substantially the same requirements and procedures as contained in this condition;
	the loss or damage to the covered property was caused by a peril for which both we and the other insurer admit some liability for payment under the respective policies;
	of the loss or damage is agreed upon by you, in mid the other towner,
	we and the Boiler and Machinery insurer disagree as to the amount that each should pay for the lost or damaged covered property; and
	the named insured is the same under both policies,
	If the requirements listed in Paragraph B, above are satisfied, we useful to the transfer of Machinery insurer will make payments as follows:
	we will pay, upon your written request, the entire amount for loss or damage that we have agreed upon as being covered solely by this insurance and one-half (1/2) the amount of loss or damage about which we and the other insurer disagree;
	the Boiler and Machinery insurer will pay, upon your written request, the entire amount of loss or damage agreed upon as being covered solely by the Boiler and Machinery insurance and one-half (1/2) the amount of loss or damage about which we and the other insurer disagree;
	the amount in disagreement to be paid by us under this condition shall not exceed the amount payable under the Loss Adjustment Condition of the Boiler and Machinery insurance;
	the amount to be paid under this condition shall not exceed the amount we would have paid had no Boiler and Machinery insurance been in effect at the time of loss or damage;
	acceptance by you of payments under this condition does not any of our rights under this policy; and

Joini Loss (continued) we and the other insurer agree to submit our differences to arbitration within 90 days after payment, and you agree to cooperate with any arbitration proceedings. There will be three arbitrators; one will be appointed by us, and the second will be appointed by the other insurer. Then, the two arbitrators will select a third arbitrator. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. A decision agreed to by any two of the three arbitrators will be binding on us and the other insurer. Judgment on any award may be sought in any court having jurisdiction.

Legal Action Against Us

No legal action may be brought against us unless:

- there has been full compliance with all the terms of this insurance; and
- the action is brought within three years after the date on which the direct damage occurred.

If any Loss Payee shown in the Schedule of Mortgagees and Loss Payees is a creditor whose interest in **personal property** or **electronic data processing property** is established by a written instrument and both you and such Loss Payee have an insurable interest in lost or damaged **personal property** or **electronic data processing property**, we will:

- •
- pay any claim for loss or damage jointly to you and to each such Loss Payee, precedence, as interests may appear.

Puch Loss Payee teas the right to receive loss payment.

- we denied your claim because you failed to comply with the terms of this insurance;
- such Loss Payee starts foreclosure or similar actions on the personal mount of the data processing property;
- pays any promium due of the visu flave failed to do so.
- submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
- has notified us of any change in ownership, occupancy or substantial change in rold brown to such Loss Pavee.

Pagh Lors: Payer's yighlio receive for promon is limited to the lesser of the following:

- the actual cash value as described under Loss Payment property or electronic data processing property;
- their financial interest in the personal property or electronic data processing property as shown in the written evidence; or
- the applicable Limit Of Insurance for Personal Property or Electronic Data Processing Property shown in the Declarations.

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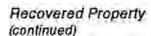
Property/Business Income Conditions And Definitions

Lenders/Loss (continued)	If we pay any Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this insurance, such Loss Payee's rights:
(5.500)	by transferred to us to the extent
	Of the Loss Payer's claim will
	At our option, we may pay to any Loss Payee the whole principal interest. In this event, you will pay your remaining debt to us.
	To satisfy the requirements of any Loss Payee shown in the Schedule of Mortgages and Loss Payees, copies of policies or certified copies of policies may be sent to these Loss Payees. In no event are copies of policies sent to Loss Payees to be considered as increasing the Limits Of Insurance shown in the Declarations or changing the terms of this insurance, nor are they to be considered duplicate or contributing insurance,
	within 60 days prior to the effective date shown in the declarations:
	diming the pulley mented,
	which could broaden this insurance without receive the benefit of such change.
	We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this insurance, and:
	we knye rysched systement with you on the months and an annual appeal for the comment.
	pay you more than your floancial in the enverte corpora;
	We may adjust losses with the owners of lost or damaged covered property if other than you If we pay the owners, such payments will satisfy your claims against us for the owners' covered property. We will not pay the owners more than their financial interest in such property.
	We may elect to defend you against suits arising from claims of owners of covered property. We will do this at our expense.
Morigage Buildings	We will pay for loss or damage to building jointly to you and the mortgage holder shown in the Schedule of Mortgagees and Loss Payees, as interests may appear.
A complete	Your marigage holder has the right in receive form programm.
	 you failed to comply with the terms of this insurance;
	 your mortgage holder starts foreclosure or similar actions on the building.
	If such more perioders
	 pays any mornium due in if you have failed in do so;
	 submits a signed, sworn proof of loss within 60 days after receiving notice from us of your

failure to do so, and

Mortgage Holder - Buildings (continued)	 has notified us of any change in ownership, occupancy or substantial change in roll brown to such mortgage holder. 		
	If we make loss payments to your mortgage holder when you fail to comply with the terms of this insurance, you will have to pay us to the extent we pay the mortgage holder. Your mortgage holder will still have the right to receive the balance of the mortgage debt from you.		
	We also have the right to take over your mortgage after making loss payment holder. If we do, you will pay your remaining mortgage debt to us.		
	to you mon from your mongage holder.		
	The more are holder must notify us of any change in ownership known to the mortgage holder.		
	give written notice to the mortgage holder at		
	20 days before the effective date of cancellation if we cancel no premium; or		
	days before the effective date of cancellation,		
	Fallure to provide such notice shall invalidate such uncellation		
	To satisfy the requirements of any mortgage holder shown in the Schedule of Mortgages and Loss Payees, copies of policies or certified copies of policies may be sent to these mortgage holders. In ne event are copies of policies sent to mortgage holders to be considered as increasing the Limits Of Insurance shown in the Declarations or changing the terms of this insurance, nor are they to be considered duplicate or contributing insurance.		
Na Benelit To Ballee	No person or organization, having custody of covered property will insurance.		
) dhe Busin ina	If you have any other insurance covering the same loss or damage as is insured against by this policy, we will only pay for the amount of loss or damage which is insured against by this policy in excess of the amount due from such other insurance, whether you can collect on such other insurance or not.		
Recovered Property	If any lost or damaged covered property is recovered by you or us, after a loss payment party making the recovery must give the other parties prompt notice.		
	If any recovered property has a salvage value, the disposition of such salvage.		
	When covered property is recovered,		
	 recovered property and return the loss payment 		
	keep the recovered property.		
	When any recovered covered property which you choose to keep is in for the repairs subject to the:		
	Of Insurance shown in the Declarations;		
	•		

Property/Business Income Conditions And Definitions



If any recovered property has a salvage value or if there is any money recovered through subrogation, such recoveries shall be applied, net of the expense of such recovery, in the following order:

- to you for any uninsured loss or damage resulting from an insufficient
- to us for any amounts paid in settlement
- third, to you for any deductible amount that you paid or penalties you paid as a result of coinsurance or the personal property reporting condition of this insurance, if applicable.

We shall determine the amount of loss or damage on the basis on which it would have been settled had the amount of recovery been known at the time the loss was originally determined.

U dieta an expression

- In reconstitution, to for damaged covered property;
- •

we shall share the expense with you and any insurer providing excess insurance in proportion to the amount we are each reimbursed. If there should be no recovery and proceedings are conducted solely by us, we shall bear the expenses of the proceedings.

Transfer Of Rights Recovery To Us

If any person to or for whom we make payment under this insurance has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair our rights.

You may waive your rights against mother pury in writing:

	loss or damage to covered property	NE .
	ysical loss or damage to covered property or that party is one of the following:	nly if,
someon	e insured by this insurance;	
	who owns or controls the min	stack of your business
	1 business firm majority-owned or controlle ority of the capital stock of your business; o	

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Case 2:21-cv-01217-GJP Document 1-1 Filed 03/12/21 Page 185 of 424 **Property/Business Income** Conditions And Definitions**

CHUBB	Conditions And Definitions	
	When used with require to insurance under this policy;	
	Accounts receivable means:	
	the many one sourthwyou to archite to culture	
	charges on any hose that	n existent enth flows
Accounts Receivable Records	Accounts receivable records means accounting records, include and accounting records in any form, used to control and document customers.	
	Blank media means the blank medium upon which electronic data itself.	data is recorded,
Bonus payments means that portion of any cash bonus you paid bas lease remaining at the time of direct physical loss or damage.		id based on the percentage of your
	Bonus payments does not mean rent, securities or cash bonuse prepaid the rent or security.	s refunded to you,
Building	Building means:	
	• 0 0 0 0 0	
	• manyakoza mahidanoy	
	additions to the structure under construction:	
	 alterations and repairs to the structure. 	
	either inside or outside of a structure;	
	•	
	paved or concrete surfaces;	
	 underground mines or mine shafts or any property within shafts; 	a such underground mines or mine
	•	
	 foundations or supports below the notice of the lowert 	
	•	Land Control of the C
	may provide souths out tegally	or contractually required to insure.

Definitions

(continued)

Ruilding components means:

- personal property consisting of materials, machinery, equipment, ampules and terminomests structures used for making additions or repairs to a structure;
- .
- outdoor and indoor signs,
- permanendy installed fixtures, machinery and explanent
- property used to maintain or service a structure or its premises.

Building Or Renovations Under Construction

Building or renovations under construction means:

- buildings under construction; or
- renovations under construction.

Building Under Construction

Building under construction means:

- A. a structure in the course of construction; and
- the following, if attached to the structure, intended to become a part of the structure, 1,000 feet of the premises shown in the Declarations where the structure is under construction:

0.0 0 0 0 0 0 0 0

- building materials and supplies, including flowe in your care,
 - ob site awaiting and during installation:
- temporary structures built or assembled on site, including cribbing, construction forms, if not covered by other insurance.

Building under construction

- either inside or outside of a structure in the course of construction;
- •
- •
- paved or concrete surfaces;
- underground mines or mine shafts or any property within such underground mines or mine shafts;

Building Under Construction (continued)	any structure in the course of construction you do not contractually required to insure.
	Business burome augme-
	net profit or loss, including rental income from tenants and net spleating or production would have been earned or incurred before income taxes;
	your continuing remail:
	charges you incur which are the legal obligation of sour arrang which would otherwise be your obligations; and
	the cost you are required to pay to rent temporary premises when that portion of the premises shown in the Declarations occupied by you is untenable, not to exceed the fair rental value of such untenable portion of the building you occupy.
	Rusiness income docs not
1 100mm/m=1010	
	other squarement used to interactively communicate with others through voice, or writing.
	Note a series of the American
	electronic data processing equipment;
	· muldie euromandenium
	communication systems for sale or sold;
	communication systems for said or som;

Definitions

(continued)

Contractors' Equipment

Contractors' equipment means contractors' machinery and equipment, including accessories, tools and spare parts for the contractors' machinery and equipment, usual to your business, which you own, lease or borrow, and for which you are legally liable.



- •
- motor vehicles required to be licensed for highway use, except motor vehicles on which your
 contractors' machinery or equipment is permanently mounted;
 - _
- property while underground, transit through vehicular or railroad tunnels;
- which is the contents of trailers,
- property while waterborne or while being loaded or unloaded for waterborne transit,
 while in transit on public ferries or car floats for hire;
- property while leased or loaned to others;
- property while on any platform anchored, permanently or temporarily.
- mulide communication
- electronic data processing property,

Covered Peril

Covered peril means a peril covered by the Form(s) shown in the Property Insurance Schedule Of Forms, except Care, Custody Or Control Legal Liability, applicable to the lost or damaged **property**.

- property of a dependent business premises;
- •

covered peril means a peril covered by the Building and Personal Property Contract included in this policy applicable to building or personal property at a premises shown in the Declarations.

Dependent Business Premises

Dependent business premises means premises operated by others on whom you depend to:

- deliver materials or services to you or to others for your account (contributing premises);
- your products or services (recipient
- manufacture products for delivery to your customers under contract of lithe (minimum premises); or
- customers to your business (leader premises),

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Property/Business Income Conditions And Definitions

Dependent Business Premises (continued)	Dependent business premises does not premises operated by others on whom you depend to: deliver utility services to you; outily services from you; premises of on-line access providers.
Electronic Data	Electronic data means software, data or other information that is in electronic form.
Electronic Data Processing Equipment	Electronic data processing equipment means; computers; computer projection equipment used solely for electronic data processing operations; separately identifiable and removable component computer devices that are attached to covered property and are designed to control such property, but not the property itself; and Electronic data processing equipment does not or parts held for sale or distribution; are parts in the course of manufacture; muthile communication.
Electronic Data Processing Property	Electronic data processing property means; electronic data processing equipment; mutalo, normanication. Electronic data processing property does not .

Definitions

(continued)

Elactropic Hocovery

Electronic data recovery costs means the reasonable and necessary costs you incur to:

- copy, re-create, replace or retrieve electronic data you own or use, n = h = n = n = n = system you own or lease; and
- restore a system you own or lease to the functionality that existed prior to the malicinus programming.

Electronic data recovery costs does not include the cost to repair or replace electronic data processing equipment or communication property which suffers direct physical loss or damage.

Extra Expense

Extra expense means necessary expenses you incur:

- in an attempt to continue operations, over and above the expenses you would have normally incurred; and
 - to repair or replace any **property**, or to research or restore the lost information on damaged **valuable papers**, records and media, if such action will reduce any loss we would pay under this insurance.

Fine Arts

Fine arts means:

- paintings, rare books, sculptures, manuscripts, pictures, prints, etchings, drawings, tapestries, bronzes, statuary, potteries, porcelains, marbles and other bona fide works of art; or
- items of rarity or historical.

Finished Stock

Finished stock means goods you have manufactured which are in their completed state and ready for sale.

Finished stock does not include goods you have manufactured which are in their completed state and ready for sale on the premises of any retail outlet.

Flood

Flood means:

- .
- rising or overflowing or breaking of any boundary.

of natural or man-made lakes, reservoirs, ponds, brooks, rivers, streams, other body of water or watercourse, whether driven by wind or not.

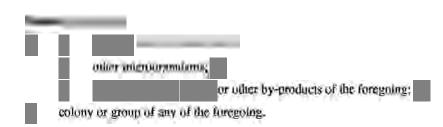
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Property/Business Income Conditions And Definitions

Definitions	
(continued)	



Insider

Insider means a person, organization or computer you have expressly authorized to access a system,

Transit

In transit means being shipped by air, surface or waterborne conveyance from the time beginning:

- when, if shipped from your premises in or on conveyances you own, property departs your premises;
- when, if shipped from premises of others in or on conveyances you own, property is transferred into your care, custody or control; or
- when the property is actually moved from the point of shipment which it destination, if shipped in or on any other conveyance;
- when the property is accepted by,

the introded destination:

- when the property is accepted by, or on behalf of, the consignee at any improvement promshort of reaching the original intended destination;
- at such point where you, or the owner of the property if other than you, order the property stopped and held pending instructions. However, this does not apply to property while in the custody of a carrier for hire and which is being held at a location other than the intended destination by such carrier's "on-hand" department for a period not to exceed 30 days; or
- when, if shipped to your premises in or on conveyances you own, property arrives at your premises.

In transit includes ordinary, reasonable, and necessary stops, interruptions, delays, or transit is incidental to the route and method of shipment, but not while at premises you own, lease or operate. In transit also includes the period of time during which:

- there is a substantial and unauthorized deviation from the normal route by a certier for bire;
- the contract of carriage is, its agent, or its driver.

 abandoned en route by a careier for blre,

property shipped by mail, unless shipped by registered mail;

import shipments, within the Coverage Territory, such time as ocean marine insurance has ceased to cover such property;

In Transil (apatinued) loaded on board any steamer or other watercraft; ocean marine insurance has begun to cover such property, whichever memory lient property owned by others when you are acting as a carrier for hire. Malicious Programming Malicious programming means an illegal or malicious entry into electronic data or a system which results in functions that: such electronic data or system. Malicious programming does not in religion - reserve. direct physical loss or damage to electronic data processing property or mobile communication property. Market Value Market value means the price which the fine arts might be expected to realize if offered for sale in a fair market on the date of loss or damage. Mechanical Or Electrical Mechanical or electrical system or apparatus means any: System Or Apparatus boiler, fired pressure vessel, unfired pressure vessel normally subject to vacuum or internal pressure other than weight of its content, refrigerating and air conditioning vessels, including metal piping and its accessory equipment connected thereto; and mechanical or electrical machine or apparatus used for the generation, utilization of mechanical or electrical power. system or apparatus does not of a buller or their vessel or electric steam generator that COMMUNICACIONES (IN WATER ... insulating or refractory material; non-metallic vessels, equipment, machines and apparatus, including their glass linings and non-metallic parts, unless constructed in accordance with the American Society of Mechanical Engineers: glose brongs of yessels, machines and approxima-

Property/Business Income Conditions And Definitions

Mechanical Or Electrical System Or Apparatus (continued)	hunad directly in the ground;		
	sprinkler system piping or water piping other than:		
	feedwater piping between any steam boiler and its feed pumps or in		
	steam boller condensate rewm plying;		
	metal water piping interconnecting vessels forming part of a refrigerating or air conditioning system used for cooling, humidifying or space heating;		
	of an unfired pressure vessel		
	structure, foundation, apparatus;		
	felt, wire, screen, die, extrusion plate, swing hammer, grinding disk, cutting blade, cable, chain, belt, rope, clutch plate, brake pad, non-metallic part or any part or tool subject to frequent periodic replacement;		
	machine or apparatus manufactured by you for sale;		
	power shovel, dragline, excavation vehicle (whether or not licensed for road use), floring vessel or structure, penstock, draft tube or well casings; or		
	electronic data processing property, except for component computer devices that are used solely to control a mechanical or electrical machine or apparatus used for the generation, transmission or utilization of mechanical or electrical power.		
	When a vessel uses a heat transfer medium other than water or steam, used and its vapor as substitutes for the words "water" or "steam".		
Merchandise	Merchandise means goods;		
	•		
	 manufactured by you and ready for sale on the premises of any remit 		
Mobile Communication Property	Mobile communication property means:		
	• cellular telephone;		
	·		
	·		
	proble hand held global produced over may		
	 other band held communication devices. 		

-	
Mobile Communication Property (continued)	electronic data processing equipment;
Mobile Equipment	Mobile equipment means machinery and equipment, including accessories, tools and spare parts for the machinery and equipment, usual to your business which you own, lease or borrow, and for which you are legally liable.
	Mabile equipment dues not
	 motor vehicles required to be Ilcensed for highway use, machinery or equipment is permanently mounted;
	•
	 property while underground, transit through vehicular or railroad tunnels;
	which is the contents of trailers,
	 property while waterborne or while being loaded or unloaded for waterborne transit, while in transit on public ferries or car floats for hire;
	 property while leased or loaned to others;
	 property while on any platform anchored, permanently or temporarily.
	• mulide germandendang
	 electronic data processing property,
Мопеу	Money means:
	• units t unition
	•
	 checks or drafts drawn on any account;
	 registered checks and money orders, held for mile to the public.
Non-Owned Detached	Non-owned detached trailers means trailers that you do not own that:
Trailers	are used in your business; and
	•

CHUBB[®]

Property/Business Income Conditions And Definitions

Non-Owned Detached Trailers (continued)

- trailers attached to any motor vehicle or motorized conveyance, vehicle or motorized conveyance is in motion; or
- trailers during hitching or unhitching operations, or when trailers become accidentally unhitched from a motor vehicle or motorized conveyance.

Occurrence Occurrence means: ingloding any resulting tsunami, a series of earthquake shocks occurring within any period of 168 hours; na-voluma ampiana guidants maasalis and a series of volcanic eruptions occurring within any period of 168 hours; for windstorm involving. any of the perits of weather. a series of related weather events; a series of causally related events that: community to a consumerally to: committee in any sequence to. For the purposes of this definition; conner from entiquake; any earthquake or volcanic eruption, or series of earthquake shocks or volcanic eruptions, be deemed to occur at the time of the first shock or eruption.

Off Premises

Off premises means:

- in the custody of an armored motor vehicle company;
- in the possession of any person authorized by you, but not while in the mail
 of a carrier for hire other than an armored motor vehicle company.

Definitions (continued) on the premises shown in the Declarations; in a recognized place of safe deposit. On-Line Access On-line access means: accessing information made available by third parties; making information available to third parties, via computer or other electronic system. Operations Operations means your business activities occurring at your premises, including your activities as a lessor of premises, prior to the loss or damage. Outdoor Trees, Shrubs, Outdoor trees, shrubs, plants or lawns means outdoor trees, shrubs, plants or lawns you own on Plants Or Lawns the premises shown in the Declarations, plants or lower does not Outsider Outsider means a person, organization or computer not authorized to access a system. Overhead Overhead communication, transmission or distribution equipment means: Communication, overhead communication, transmission or distribution lines; Transmission Or Distribution Equipment overhead transformers; or other similar overhead communication, transmission or distribution equipment, their supporting towers and poles. Period Of Recovery Of Period of recovery of computer service means the period of time that: Computer Service

- for electronic data recovery costs and extra expense, begins immediately after the malicious programming occurs; and
- for business income, begins twenty-four (24) business hours after the malicious programming occurs.
- of recovery of computer service will the earlier of the following:
- the date your operations are restored, with due diligence and dispatch, would have existed had there been no malicious programming; or

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CHUBB

Property/Business Income Conditions And Definitions

Period Of Red Computer Ser	
(continued)	

sixty (60) days after the date you restore, with due diligence and dispatch, functionality that existed prior to the malicious programming.

In determining the condition of **operations** that would have existed had there been no **malicious programming**, no consideration will be given to unfavorable market conditions or competitive advantage gained by others as a result of such **malicious programming**.

	advantage gained by others as a result of such malicious programming.
Period Of Restoration	Period of restoration means the period of time that, for business income, begins:
	immediately after the time of direct loss or durage by a covered or
	on the date operations would have begun if the direct physical loss or damage had not occurred, when loss or damage to any of the following delays the start of operations :
	buildings whether complete or under construction;
	alterations or additions to existing buildings;
	personal property consisting of materials, machinery, equipment, supplies and temporary structures used in the construction of, or for making additions to, alteration or repairs to the structure.
	Period of restoration means the period of time that, for extra expense , begins immediately after the time of direct physical loss or damage by a covered peril to property .
	Period of restoration will continue until your operations are restored, with reasonable speed, level which would generate the business income amount that would have existed if no direct physical loss or damage occurred, including the time required to:
	repair or replace the property;
	repair or replace the property to comply with the minimum standards of any enforceable ordinance or law that:
	regulates the repair or replacement
	requires the tearing down of parts of any property not distributed by a covered and
	is in force prior to the date of the direct
	not to exceed the applicable number of days shown as Extended Period in the Declarations, beginning on the date that:
	 for manufacturing risks, the lost or damaged property is actually repaired or replaced and production capability is restored to the level that existed prior to the date the direct physical loss or damage occurred; or
	 for all other risks, the lost property is acqually repaired or replaced and your operations are restored.
	The explication date of this nation until

Period Of Restoration (continued)

If loss or damage occurs at

dependent business premises;



for the purpose of determining includes:

following such loss or damage,

property of a dependent business premises,

In determining the **business income** amount that would have existed if no direct physical loss or damage occurred, we will reduce such amount to the extent necessary to reflect unfavorable economic conditions attributable to the impact the **covered peril** had in the geographic area where the lost or damaged **property** is located.

include any increased period required to comply with any ordinance

- you were required to comply with before the direct
- involving any property outside the legal boundary of the premises shown in the Declarations;
- that regulates the repair or replacement of any property that was lost or damaged by an
 excluded peril. If direct physical loss or damage is caused by or results from both a covered
 peril and an excluded peril, the period of restoration only includes the length of time
 required to repair or replace the property lost or damaged by a covered peril; or
- that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of fungus or pollutants, except as provided under the Fungus Clean-up Or Removal Premises Coverage or the Pollutant Clean-up Or Removal Additional Coverage.

Personal Property

Personal property means:

- your business personal
- •
- •
- materials and services furnished or arranged by you on personal
- glass and other tenant's improvements and
- glass in buildings you do not own if you are legally or contractually required to maintain such glass.
- building, except tenant's improvements and betterments and glass in buildings you do not own if you are legally or contractually required to maintain such glass;
- either inside or outside of a structure;
- .
- •

Property/Business Income Conditions And Definitions



Personal Property (continued)

- vehicles or machines required to be licensed for use on public roads;
- •
- •
- self-gropeled watermar, in any mior war or in
- warehoused or held for sale while on the
- •
- personal property sold under a conditional sale or trust agreement or an installment or deferred payment plan after delivery to customers, except as provided under the Deferred Payments Additional Coverage;
- import shipments prior to either discharge from aircraft in mountains view.)
 of the risk assumed by cargo insurance;
- export shipments after either being loaded on aircraft in commonly vous lander the protection of cargo insurance;
- suctionals exactly animals owned by others and boarded by you or animals owned by you and held for sale;
- property which is in or below underground mines or mine shalts;
- mulder monuntations

Personal Property Of A Dependent Business Premises

Personal property of a dependent business premises means business personal property owned or leased by a dependent business premises,

Personal property of a dependent business premises does not mean:

- either inside or outside of undrugiure;
- •
- •
- vehicles or machines required to be licensed for use on public roads;
- •
- •
- self-gropelled waterman, in any mira watern in
- warehoused or held for sale while on the
- •
- -

Personal Property Of A Dependent Business Premises (continued)

personal property sold under a conditional sale or trust deferred payment plan after delivery to customers;

under the protection of cargo insurance;

muhike encommunications

- property which is in or below underground mines or mine shalls;
- milide cummunication

Personal Property Employees

Personal property of employees means personal property owned or leased by your employees and

in your care, custody or control. property of employees does not either inside or outside of a structure; vehicles or machines required to be licensed for use on public roads; self-propelled waterorat, in any mira way on in warehoused or held for sale while on the personal property sold under a conditional sale or trust deferred payment plan after delivery to customers; import shipments prior to either discharge from aircraft a automorphism vous h of the risk assumed by cargo insurance; export shipments after either being loaded on aircraft in a composition would

> animals owned by your employee and boarded by you; property which is in or below underground mines or mine shafts;

Property/Business Income Conditions And Definitions

Definitions (continued)	
Personal Property Others	Personal property of others means personal owned by you and in your care, or control. property of others means personal owned by you and in your care, or control. property of others means personal owned by you and in your care, or control.
Personal Property Utility	property of a utility means personal property owned or leased by a utility. property of a utility does not either inside or outside of a structure; vehicles or machines required to be licensed for use on public roads; self-property waterout, in any ution waterout in personal property sold under a conditional sale or trust deferred payment plan after delivery to customers; property which is in or below underground mines or mine shafts; mutility communications
	Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fibers, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Definitions (continued)	
	Prepaid rent means that portion of any prepaid rent you paid based on the percentage of your I remaining at the time of direct physical loss or damage.
	me or the creatom try rent the beginning of my cental
	Interview of employees. electronic data processing property: urvelopment gropers.
	Vromivina man chini
	in the state in which you receive it for conversion into finished
Renovations Construction	Renovations under construction algorithms or repairs to an existing structure, including:
	the following property located in the structure, on premises, within 1,000 feet of the premshown in the Declarations or while in transit to the premises shown in the Declarations is such property is intended to become a permanent part of the structure:
	maddingly and equipment used to service the structure;
	your building materials and supplies, the construction; and
	temporary structures built or assembled on the premises shown in the Declarations, cribbing, scaffolding and construction forms, if not covered by other insurance.
	Removations under construction
	any portion of a structure existing prior to the additions,
	 paved or concrete surfaces;
	•
	 halding amier construction;
	•
	 either inside or outside of a structure;
	•

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Property/Business Income Conditions And Definitions

Renovations Construction (continued)

- •
- underground mines or mine shafts and any property within such underground mines or mine shafts;
- makile cammanication
- •
- net profit or loss that would have been earned or incurred, before income taxes, from the rental income from tenant occupancy of the premises shown in the Declarations;
- your cominging reason;



you locur whely from temus occupancy of the premises shown in the

- charges you incur which are the legal obligation of your treati(s) which would officewise be your obligations; and
- the cost you are required to pay to rent temporary premises when that portion of the premises shown in the Declarations occupied by you is untenable, not to exceed the fair rental value of such untenable portion of the **building** you occupy.

Research And Development Income

development income means:

- grants, endowments and other financial contributions made to you pursuant agreements to further research and development operations; less
- expenses, including any research and development payroll expense, that you do not continue to incur, due to the actual impairment of such research and development operations,
- the value of such agreements to us by the inception of this policy;
- report the value of any agreements executed after the inception of this policy to us within 90 days of their execution;
- report any amendments to such agreements that change the value of such agreements within 90 days of the execution of such amendments; and
- comme from remarch
 development operations,

Except as provided under the Newly Acquired Research And Development Income Premises Coverage, insurance for agreements executed after the inception of this policy will begin on the date you report the values for such agreements to us.

Defi	niti	ons
------	------	-----

(continued)

Research And Development Operations

Research and development operations means your business activities occurring at your premises, which are directly related to the development of new products or enhancement of existing products.

Research And Development Property

development property means:

- printed or inscribed documents,
- processes or cultures and resulting products, samples or other materials produced by such processes or cultures; and
- •

if produced and directly associated with your research development operations

development property does not

- •
- property held for sale or held for delivery after sale;
- goods you have manufactured which are in their completed state and ready for sale;
- · makile rannomanienikos

Robbery Of Money Securities

Robbery of money or securities means the unlawful taking of money or securities from:

- .
- any other person authorized by you to have custody of the money or securities,

by violence, threat of violence or any other overt committed in the presence and with cognizance of any such person.

Salespersons' Samples

Salespersons' samples means personal property that is in the custody of any one of your salespersons and used only for sample purposes.

- all negotiable and nonnegotiable instruments or contracts that property held by you in any capacity;
- office theory to olio-

- revenue and other stumps in current
- |

CHUBB

Property/Business Income Conditions And Definitions

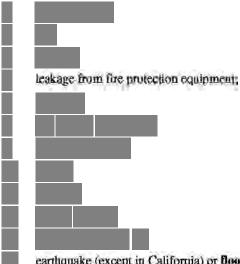
Securities (continued)	proportry on online limb you hold as a plexige or as collateral.
	Security software means software or other computer applications or programming principally designed to detect, prevent or mitigate malicious programming.
	Service property means property outside of a building , owned or leased by you and used either on or off the premises shown in the Declarations, to supply such premises with water, communication, power, natural gas or sewage treatment service.
	Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. Stokhole collapse does not
	the sinking or collapse of land into man-made cavilles.
	Soft costs means costs over and above the costs you would have incurred during construction work, including: extra construction costs you incur to continue construction and meet must construction costs you incur to continue construction and meet must construction costs you incur to continue construction and meet must construct to construction site accruing during a period of delay; cognitive range and commissions resulting from renegotiating leases.
aminonya Ano	or self-properled intesting; leakage from fire protection equipment;

Specified Peril (continued) goods held in storage or for sale; including supplies used in their packing or shipping. Stock in process means raw stock that has undergone any aging, process of manufacture but which has not become finished stock. Sublease profit means the net profit you earn through subleasing the building or portion of the building that you rent for the unexpired term of the canceled lease or sublease, whichever would expire first. This amount is discounted based on the prime rate of interest at the time of direct physical loss or damage for the unexpired term of the canceled lease or sublease. System means a computer and all input, output, processing, storage, off-line media library, and communication facilities which are connected to such computer, provided such computer and facilities are: owned and operated by you; lessed and operated by you. mitteed by 500 paramet for electronic data processing equipment, communication property or mobile communication property, a peril not otherwise excluded; or

Property/Business Income Conditions And Definitions



Technology (continued)



earthquake (except in California) or **flood** to the extent covered under the Electronic Data Processing Property contract included in this policy.

Tenant's Improvements And Betterments

Tenant's improvements and betterments means fixtures,

installations or additions;

- of a building you occupy but
- your acquire to contemp.

Tenant's improvements and it arrows that it is

- either inside or outside of a structure;
- paved or concrete surfaces,
- foundations or supports below the nature of the kiwert
- •
- •



- the difference between the appraised rental value of the leased premises at the time of direct
 physical loss or damage for the unexpired term of the lease and the actual rent due for the
 same period, discounted by the prime rate of interest at the time of direct physical loss or
 damage, for the unexpired term of the canceled lease; or
- the difference between the rent due for the unexpired term of the canceled lease and the rent
 due under the new lease for that same time period, not to exceed the difference between the
 actual rent due for the unexpired term of the canceled lease and the appraised rental value of
 the leased premises for that same period. This difference is discounted by the prime rate of
 interest at the time of direct physical loss or damage for the unexpired term of the canceled
 lease.

Definitions (continued)	
	Unamortized means the period of time remaining in your lease at the time of loss or damage divided by the period of time from the date the tenant's improvements and betterments were made to the date that your lease expires.
	Valuable papers means valuable: specifications or designs; used to enter or program electronic data, Valuable papers dogs not preparkaged software programs;
	escapes from processing equipment, plumbing systems, refrigeration systems, cooling systems or heating systems (other than underground storage tanks, underground piping or underground tubing) provided such water is intended to be contained in such processing equipment, plumbing systems, refrigeration systems, cooling systems or heating systems; backs up or overflows through sewers, seeps or leaks through basements, or other structure; or
	 windows or other openings in any building or other structure.
	Workday means the 24-hour period that normally would be performed.

Property Insurance Section

Endorsements



Property Insurance

Electronic Data And Technology Peril Changes

continued

Property Endorsement (continued)

If Business Income With Extra Expense, Business Income With Extra Expense And Research And Development Income, Rental Income, Business Income Without Extra Expense, Extra Expense or Valued Use and Occupancy are shown above, the following applies.

Under Loss Payment the provision titled Electronic Data is deleted and replaced with the following:

Loss Payment Limitations



- •
- •
- valued use and occupancy loss,

you incur caused by or resulting from direct physical loss or damage to **electronic data** caused by or resulting from **malicious programming**, regardless of any other cause or event that directly or indirectly:

- contributes concurredly to:
- contributes in any sequence to;

even if such other cause or event would otherwise be govered.

the definition of Technology Peril is deleted and replaced with the following:



Property Insurance
Endorsament
other terms and conditions remain unchanged.
Authorized Representative

CHUBB	
	Endorsement.
applies to the	e following frams:
	is deleted and replaced with the following:
	We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this insurance, and:
	we love reached agreement with 700 on the amount
	pay you mure than your financial in the reviewd incorrery,
	We may adjust losses with the owners of lost or damaged covered property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' covered property. We will not pay the owners more than their financial interest in such property.
	We may elect to defend you against suits arising from claims of owners of covered property. We will do this at our expense.

Property Insurance

Pennsylvania Mandatory

continued

give notice of our intentions within 15 days after we receive the sworn proof of (continued).

other terms and conditions remain unchanged.



amplies to the following forms;

BUILDING AND PERSONAL PROPERTY
PROPERTY/BUSINESS INCOME CONDITIONS & DEFINITIONS
BUSINESS INCOME WITH EXTRA EXPENSE
EXTRA EXPENSE
ELECTRONIC DATA PROCESSING PROPERTY

If Business Income With Extra Expense, Business Income With Extra Expense And Research And Development Income, Rental Income, Business Income Without Extra Expense or Extra Expense, is shown above, the following are added under Premises Coverages:

Alternative Power Generation to purchase substitute power from a third party;

business location rental involve busy of the coverage is provided;

due to the loss of credits, reimbursements, rebates or other sums you receive from a third party that utilizes surplus power that you generate from alternative power generating equipment.

The actual or potential impairment of **operations** must be caused by or result from direct loss or damage by a covered peril to alternative power generating equipment.

Property Insurance

Ordinance Or Law And Existing Green Standards Loss Payment Basis

continued

Property Endorsement (continued) This Premises Coverage applies until the alternative power generating equipment is repaired or replaced and fully operational in accordance with the manufacturer's specifications. The most we will pay for Alternative Power Generation loss is the applicable Limit Business Income, Rental Income or Extra Expense shown in the Declarations. This Alternative Power Generation Premises Coverage does not your premises with utility services. Allemalive miles repende you bear Systems to purchase substitute water from a third party. The actual or potential impairment of operations must be caused by or result loss or damage by a covered peril to alternative water system. This Premises Coverage applies until the alternative water system is repaired or replaced and fully operational in accordance with the manufacturer's specifications. The most we will pay for Alternative Water Systems loss is the applicable Limit Business Income or Extra Expense shown in the Declarations. This Alternative Water Systems Premises Coverage does not your premises with utility services. die tulksylas ir aldab Payment Rasis Subject to the applicable Limits Of Insurance shown in the Declarations, if you repair or replace covered property, the valuation will include necessary and incurred expenses to: hire professionals accredited pursuant standards to participate in the repair or replacement of the covered property: register and certify the repaired or replaced covered property pursuant dispuse of debris, certified pursuant can be recycled; and ventilate the repaired or replaced covered property in a manner consistent standards. loss or damage is caused by or results from both;

Property Insurance

Ordinance Or Law And Existing Green Standards Loss Payment Basis

continued

HUBB [®]	Property Insurance
	Endorsement
	•
	the valuation will not include the green standards costs attributable to the excluded peril. Instead, the valuation will be based on that portion of such costs equal to the proportion that the covered direct physical loss or damage bears to the total direct physical loss or damage, not including green standards costs, unless the green standards apply solely to that portion of the covered property which suffered the covered direct physical loss or damage.
	Include any increase in custs,
	 to clean up or remove pollutants from land, water or air either inside or outside of a building;
	 to clean up, remove, restore or replace covered property because of the presence of fungus either inside or outside of a building;
	 to clean up, remove, restore or replace polluted land, water or air either inside or outside of a fullding; or
	 attributable to any green standards you did not compily with below the loss, when such green standards became effective.
	This Green Standards Loss Payment
	 loss or damage caused by or resulting from fire which ensues from nuclear reaction or radiation, or radioactive contamination;
	the Fungus Clean-up Or Removal Premises Coverage or Pollulum Additional Coverage; or
	the full to writing are underly
Alternative Power Generating Equipment	Alternative power generating equipment means equipment has been cerlified pursuant green standards, which is used in:
	· den — re ere m
	wand entirely systems;
	•

Property	Endorsement
(continued)	

- hydmoleojcie systemy,
- mix mix my min miningenerates electricity from renewable resources.

Aliemation System

Alternative water system means equipment situated above or below ground which is used to collect and circulate gray water, ground water or rain water to the domestic, non-potable water supply of a building or to water treatment facilities or outside irrigation facilities at the premises shown in the Declarations.

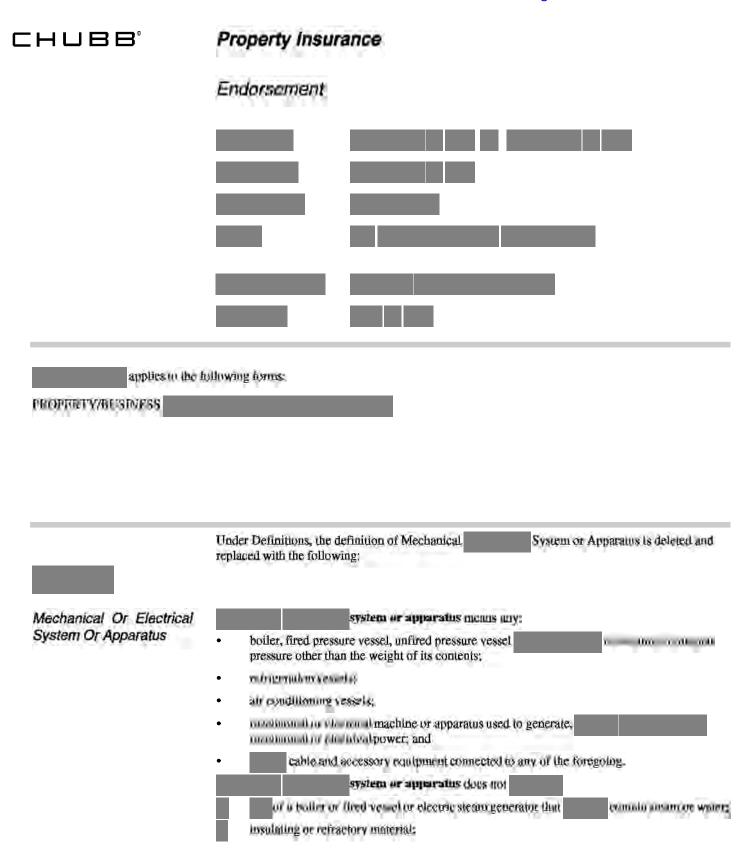
Alternative water system does not include underground pipes or sprinkler heads intended solely for landscape irrigation.

- the LEED^R Green Building Rating SystemTM of the United States Green Building Council;
- requirements of the Green Globes^R Assessment And Rating System of the Green Building Initiative;
- Energy Star* qualified requirements:
- other site development, water savings, energy efficiency, materials or equipment selection and other environmental quality standards for the design and construction of property.

other terms and conditions remain unchanged.

Authorized Representative

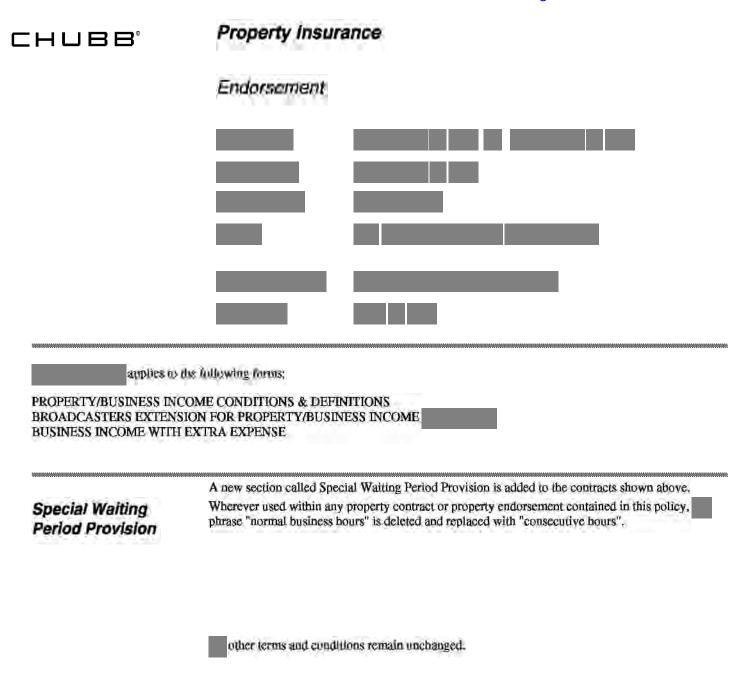




Definitions

Mechanical Or Electrical System Or Apparatus	non-metallic vessels, unless constructed in accordance with the American Society of Mechanical Engineers;
(continued)	glass Unions of vessels. machines and apparatus:
	hased directly in the ground;
	sprinkler system piping or water piping other than:
	feedwater piping between any steam boiler and its feed pumps or injectors;
	steam boiler condensate return piping;
	water piping interconnecting vessels forming part of a refrigeration or air conditioning system used for cooling, humidifying or space heating;
	structure, foundation, cabinet or compartment containing or supporting any vessel, equipment, machine or apparatus;
	die, extrusion plate, or any other expendable item that of or used with any vessel, equipment, machine or apparatus;
	machine or apparatus manufactured by you for sale;
	dragline or excavation vehicle (whether or not have a dame.
	crane booms and cables, excluding any driving mechanical apparatus; or
	cylinder not sealed in PVC (polyvinyl chloride) protection, containing a movable plunger or piston, mounted on or forming a part of an elevator or hoist.
	When a vessel uses a heat transfer medium other than water or steam, used and its vapor as substitutes for the words "water" or "steam".
	other terms and conditions remain unchanged.

Authorized Representative

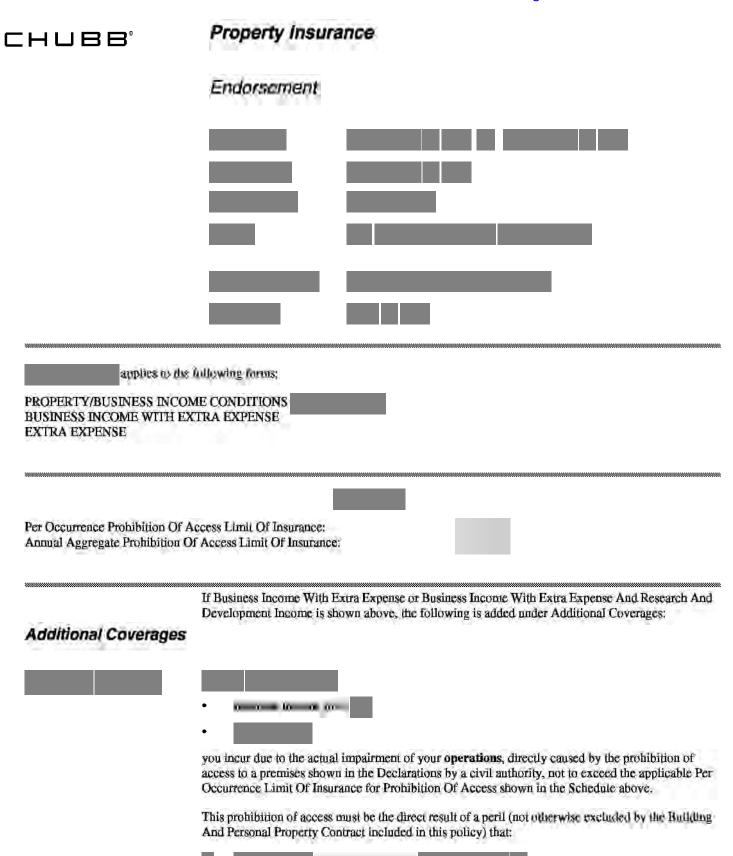


Property Insurance

Special Walting Period Provision Added

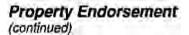
Authorized Representative

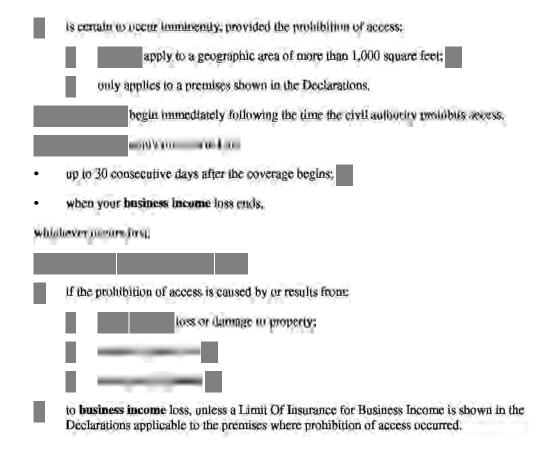
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Property Insurance

Additional Coverage Added - Prohibition Of Access



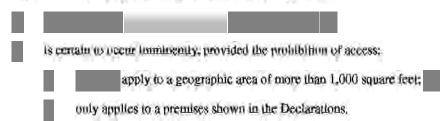


If Business Income Without Extra Expense is shown above, the following is added under Additional Coverages:

Additional Coverages

We will pay for the actual **business income** loss you incur due to the actual impairment of your **operations**, directly caused by the prohibition of access to a premises shown in the Declarations by a civil authority, not to exceed the applicable Per Occurrence Limit Of Insurance for Prohibition Of Access shown in the Schedule above.

This prohibition of access must be the direct result of a peril (not otherwise excluded by the Hullding And Personal Property Contract included in this policy) that:



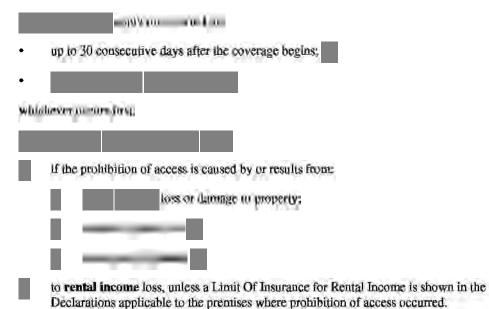
Property Insurance

Additional Coverage Added - Prohibition Of Access

HUBB	Property Insurance	
	Endorsement	
	begin immediately following the time the civil authority prohibits secess.	
	oegat miniculately tollowing the time the civil adjoorny familious sevess.	
	 up to 30 consecutive days after the coverage begins; 	
	whenever your business income loss ends,	
	Whitelever to room forst	
	If the prohibition of access is caused by or results from:	
	loss or damage to property:	
	to business income loss, unless a Limit Of Insurance for Business Income is shown in the Declarations applicable to the premises where prohibition of access occurred.	
	homone to down where, the following is added under Additional	
Additional Coverages		
	We will pay for the actual rental income loss you incur due to the actual impairment of your operations , directly caused by the prohibition of access to a premises shown in the Declaration a civil authority, not to exceed the applicable Per Occurrence Limit Of Insurance for Prohibitio Access shown in the Schedule above.	
	This prohibition of access must be the direct result of a peril (not otherwise excluded by the Hullding And Personal Property Contract included in this policy) that:	
	is certain to occur luminently, provided the prohibition of access:	
	apply to a geographic area of more than 1,000 square feet;	
	only anniles to a premises shown in the Declarations.	

begin immediately following the time the civil authority imhibits access.

Property Endorsement (continued)



If Extra Expense is shown above, the following is added under Additional

Additional Coverages

We will pay for the actual **extra expense** you incur due to the actual impairment of your **operations**, directly caused by the prohibition of access to a premises shown in the Declarations by a civil authority, not to exceed the applicable Per Occurrence Limit Of Insurance for Prohibition Of Access shown in the Schedule above.

This prohibition of access must be the direct result of a peril (not otherwise excluded by the Hullding And Personal Property Contract included in this policy) that:

- is certain to occur imminently, provided the prohibition of access:

 apply to a geographic area of more than 1,000 square feet;

 only applies to a premises shown in the Declarations,

 begin immediately following the time the civil authority prohibus access.
- up to 30 consecutive days after the coverage begins;
- whenever your extra expense is no longer required,

Property Insurance

Additional Coverage Added - Prohibition Of Access

CHUBB	Property Insurance
	Endorsament
	Whitelesser as more forsit
	If the prohibition of access is caused by or results from:
	to extra expense, unless a Limit Of Insurance for Extra Expense is shown in the Declarations applicable to the premises where prohibition of access occurred.
	Under Himlis of Insurance, the millowine is added
	The most we will pay under the Prohibition Of Access Additional Coverage in any one prohibition of access, directly resulting from:
	contribute to any sequence to.
	such probabilities of access,

regardless of the number of premises, is the amount of **business income** or **rental income** loss and **extra expense**, if such coverage is provided, not to exceed the applicable Per Occurrence Limit Of Insurance for Prohibition Of Access shown in the Declarations.

If an Annual Aggregate Limit Of Insurance for Prohibition Of Access is shown in the Schedule above, then subject to the applicable Per Occurrence Limit Of Insurance for Prohibition Of Access, the most we will pay under the Prohibition Of Access Additional Coverage during any consecutive 12-month period, beginning with the effective date shown in the Declarations, is the Annual Aggregate Limit Of Insurance for Prohibition Of Access shown in the Schedule above.

Property Insurance

Additional Coverage Added - Prohibition Of Access

Property Endorsement (continued)	
Loss Payment Limitations	A triple when the mide of the contract of the
	Except as provided under the Prohibition Of Access Additional Coverage, we will not pay for any business income loss, rental income loss or extra expense caused by the prohibition of access: to a premises shown in the Declarations;
	other terms and conditions remain unchanged.
	Authorized Representative



applies to the following forms;

BUILDING AND PERSONAL PROPERTY
BUSINESS INCOME WITH EXTRA EXPENSE
ELECTRONIC DATA PROCESSING PROPERTY
EXTRA EXPENSE
MOBILE EQUIPMENT
PROPERTY/BUSINESS INCOME CONDITIONS & DEFINITIONS
ACCOUNTS REC., FINE ARTS, MONEY & SEC., VALUABLE PAPERS
BROADCASTERS EXTENSION FOR PROPERTY/BUSINESS INCOME INSURANCE
IMPAIRMENT OF COMPUTER SERVICES-MALICIOUS PROGRAMMING

A section titled Terrorism Provisions is added to the end of this contract.

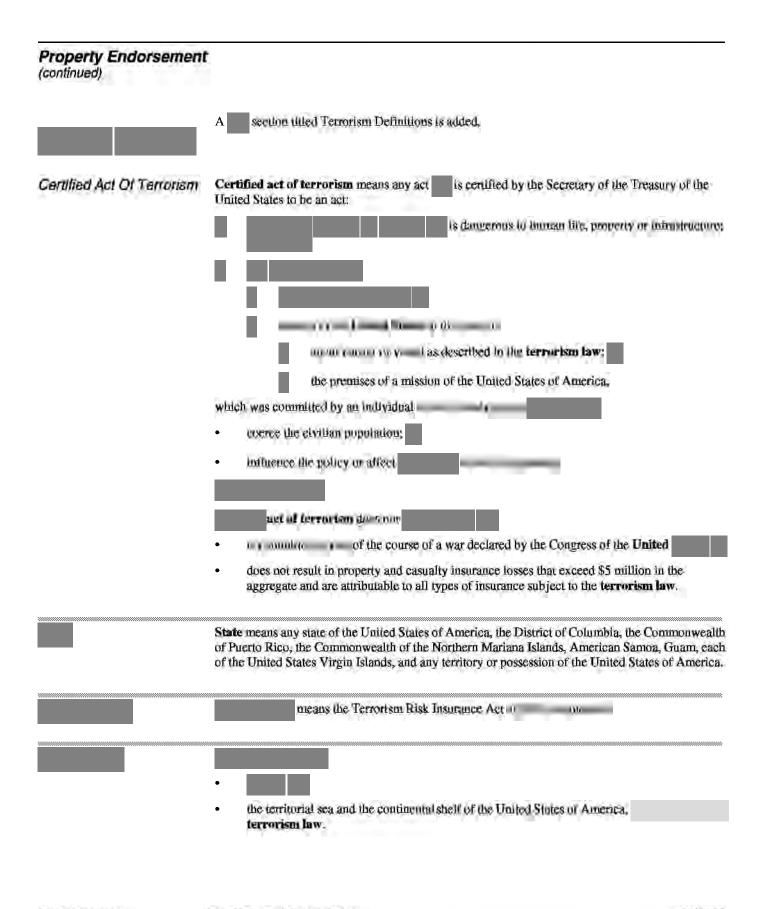
Cap On Certified Terrorism Losses

- aggregate insured losses attributable to one or more certified acts of terrorism under the terrorism law exceed \$100 billion in a calendar year; and
- our insurer deductible under the terrorism law,

we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Property Insurance

Cap On Certified Terrorism Losses



Property Insurance

Cap On Certified Terrorism Losses

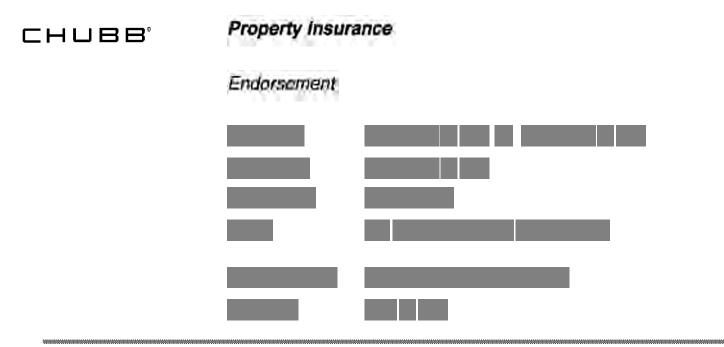
CHUBB	Property Insurance		
	Endorsament		

	other terms and conditions remain unchanged.		
	Authorized Representative		

Property Insurance

Cap On Certified Terrorism Losses

last page



applies to the following forms;

ACCOUNTS REC., FINE ARTS, MONEY & SEC., VALUABLE PAPERS BUILDING AND PERSONAL PROPERTY ELECTRONIC DATA PROCESSING PROPERTY PROPERTY/BUSINESS INCOME CONDITIONS & DEFINITIONS BUSINESS INCOME WITH EXTRA EXPENSE

CHERRY HOLL

PYNE POYNT PARK ANTENNA SITE JUNCTURE OF 6TH, 7TH & ERIE STREETS CAMDEN, NJ 08101

1341 N DELAWARE SUTTE 509 PHILADELPHIA, PA

Under Deductible, and only with response to the premises shown in the Schedule above, is added:

Property Deductible

Abrupt And Accidental Breakdown We will pay the amount of loss or damage in excess of the applicable deductible amount shown in the Schedule above, if such loss or damage is caused by or results from abrupt and accidental breakdown.

Property Insurance

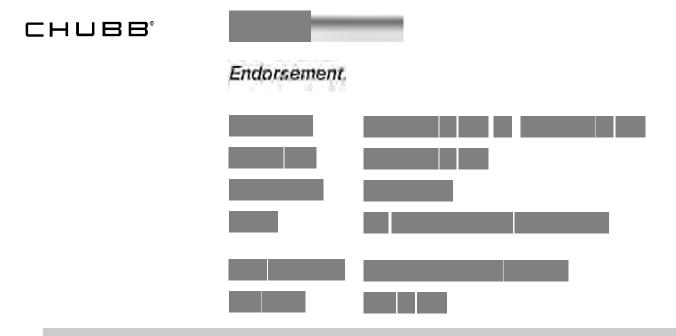
Special Property And Business Income Deductible Or Waiting Period

Property Endorsemer (continued)	nt .	
	The distincted amount each gremises for each accurrence	
	If two or more deductibles apply to the same occurrence, apply.	Œ
	If Business Income With Extra Expense, Business Income With Extra Expense And Research A Development Income, Rental Income or Business Income Without Extra Expense is shown abound if a waiting period is shown in the Schedule above, the following applies.	
	Hader Warmy Promit and rolly gatherswared	
	 business income or rental income loss caused by or resulting from abrupt and breakdown; and 	
	 the premises shown in the Schedule above, 	
Business Income Waiting Period	the full contact in added	
Abrupt And Accidental Breakdown	Subject to the applicable Limit Of Insurance, we will pay the amount of business income or rental income loss that is incurred after the applicable Waiting Period shown in the Schedule above, if such loss is caused by or results from abrupt and accidental breakdown.	
	If two or more Business Income or Rental Income waiting periods apply to the same occurrent only the largest single waiting period will apply, unless otherwise stated.	ce,
	 apply separately to each occurrence; 	
	begins immediately following the time of the covered direct	
	 apply to extra expense loss. 	
	Hours shown for the waiting period are normal	
	Under Definitions, and only with respect to the premises shown in the Schedule above, is added:	
Abrupt And Accidental Breakdown	Abrupt and accidental breakdown means abrupt and accidental breakdown of mechanical or electrical system or apparatus which causes direct physical loss or damage to all or part of the mechanical or electrical system or apparatus provided the direct physical loss or damage becommunifest at the time of the breakdown that caused it.	at
	breakdown of mechanical system or apparatus does not	

Property Insurance

Special Property And Business Income Deductible Or Waiting Period

CHUBB	Property Insurance
	Endorsament
	• Onlython or complete
	Inadequate or defective design. specification or installation.
	failure of mechanical system or apparatus to perform in accordance with plans or specifications; or
	 freezing caused by or resulting from weather conditions.
	Abrupt and accidental breakdown mean ensuing loss or damage caused by or resulting from a peril not otherwise excluded.
	other terms and conditions remain unchanged.
	Authorized Representative



This Endorsement applies to the following forms:
ACCOUNTS REC., FINE ARTS, MONEY & SEC., VALUABLE PAPERS
BUILDING AND PERSONAL PROPERTY
PROPERTY/BUSINESS INCOME CONDITIONS & DEFINITIONS
BUSINESS INCOME WITH EXTRA EXPENSE
ELECTRONIC DATA PROCESSING PROPERTY
MOBILE EQUIPMENT

BROADCASTERS EXTENSION FOR PROPERTY/BUSINESS INCOME INSURANCE

535 ROUTE 38
CHERRY HILL, NEW JERSEY 08002
Inundation, Back-up and Mudflow Deductible;
PYNE POYNT PARK ANTENNA SITE
JUNCTURE OF 6TH, 7TH & ERIE STREETS
CAMDEN, NEW JERSEY 08101
Inundation, Back-up and Mudflow Deductible;
Inundation, Back-up and Mudflow Waiting Period;
1341 N DELAWARE AVE
SUITE 509
PHILADELPHIA, PENNSYLVANIA 19125

\$ 25,000 24 HOURS

Policy language follows

Property Insurance

Water Deductible Or Waiting Period

continued

Form 80-02-1357 (Rev. 7-03)

Endorsement

Inundation, Back-up and Mudflow Deductible:

Page 1



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Property Insurance

Water Deductible Or Waiting Period

continued

Form 80-02-1357 (Rev. 7-03)

Endorsement

Page 2

HUBB°	
	Endorsement
	Under Deductible, and only with respect to the premises shown in the Schedule above, following is added:
	We will pay the amount of loss or damage in excess of the applicable Discharge Of Water, Inundation, Back-up And Mudflow, or Leakage From Fire Protection Equipment Deductible(s) shown in the Schedule above, if such loss or damage is caused by or results from discharge of water, inundation, back-up and mudflow, or leakage from fire protection equipment.
	each premises in each occurrence; apply to business income loss or extra expense.
	If Business Income With Extra Expense, Business Income With Extra Expense And Research And Development Income, Rental Income or Business Income Without Extra Expense are shown above the following applies.
	Under Walting Period, 1000 to the premises shown in the Schedule above, following is added:
Winling Reriod	
	We will pay the amount of business income or rental income loss that is incurred after the applicable Discharge Of Water, Inundation, Back-up And Mudflow, or Leakage From Fire Protection Equipment Waiting Period shown in the Schedule above, if such loss is caused by or results from discharge of water, inundation, back-up and mudflow, or leakage from fire protection equipment.
	are a stage of
	each premises in each occurrence;
	begins immediately following the time of the covered direct
	apple as enternees
	Hours shown for a waiting period are normal

Property Insurance

Water Deductible Or Waiting Period

the following definitions are added:

Discharge of water means water that escapes from processing equipment, plumbing systems, refrigeration systems, cooling systems or heating systems (other than underground storage tanks, underground piping or underground tubing) provided such water is intended to be contained in such processing equipment, plumbing systems, refrigeration systems, cooling systems or heating systems.

Discharge of water does not

- water or other substance discharged from within any part
- ensuing loss or damage caused by or resulting from a specified

Fire Protection Equipment

Fire protection equipment means tanks, water mains, hydrants or valves and any other equipment or its component parts whether used solely for fire protection or jointly for fire protection and for other purposes.

Inundation, Back-Up And Mudflow

Inundation, back-up and mudflow means:

A. surface water;

multiple or combines

banks up or overflows from a sewer,

water under the ground surface pressing on, or flowing or sceping through:

windows or other openings,

regardless of any other cause or even; thou five conditionally

- entiribules conquirently to:
- contributes in any sequence to.

even If such other cause or event would otherwise be covered.

Inundation, back-up and mean ensuing loss or damage caused by or resulting from a specified peril.

Leakage From Fire Protection Equipment

I rakage from fire protection

- water or other substance discharged from within any part for the premises or for adjoining premises;
- collapse of tanks forming a part of the fire protection
 parts or supports of those tanks; or
- the cost of restoring the damaged portion of the fire protection equipment in the event or damage to the fire protection equipment is caused by or results from freezing.

Property Insurance

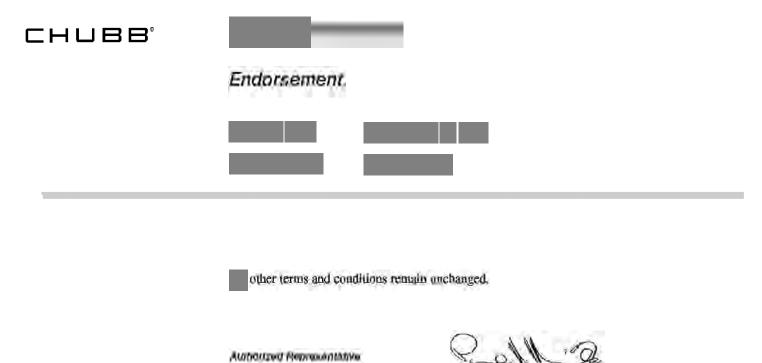
Water Deductible Or Waiting Period

continued

Form 80-02-1357 (Rev. 7-03)

Endorsement

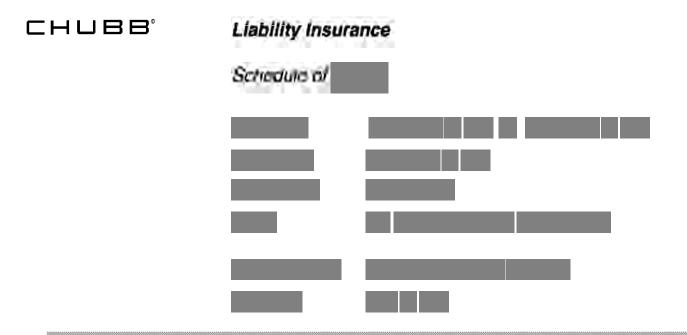
Page 4



Liability Insurance Section

Declarations

Case ID: 201101371



The following is a schedule of forms issued as of the date shown above;

Form Number	Edition Date	Form Name	Effective Date	Date Issued
80-02-6541	3-05	CONDITION - PREMIUM AUDIT	09/30/19	07/10/19
80-02-0010	4-94	LIABILITY DECLARATIONS	09/30/19	07/10/19
80-02-2000	4-01	GENERAL LIABILITY	09/30/19	07/10/19
80-02-2012	6-98	EMPLOYEE BENEFITS ERRORS OR OMISSIONS	09/30/19	07/10/19
80-02-2550	4-01	AMENDATORY ENDORSEMENT	09/30/19	07/10/19
80-02-6403	1-15	CAP ON CERTIFIED TERRORISM LOSSES	09/30/19	07/10/19
80-02-6428	8-04	EXCLUSION-PROFESSIONAL LIABILITY, TOTAL	09/30/19	07/10/19
80-02-6528	1-13	EXCL-INFO LAWS INCL UNAUTH OR UNSOLICT COMMUN	09/30/19	07/10/19
80-02-6595	5-06	DEDUCTIBLES	09/30/19	07/10/19
80-02-8290	5-10	EXCL - INTELLECTUAL PROPERTY LAWS OR RIGHTS	09/30/19	07/10/19
80-02-8422	4-12	EXCLUSION - POLLUTION	09/30/19	07/10/19
80-02-8423	4-12	EXCLUSION - LOSS OF USE ELECTRONIC DATA	09/30/19	07/10/19
80-02-8425	1-14	EXCL-ALCOHOLIC BEVERAGE TYPE BUSINESSES	09/30/19	07/10/19
80-02-8635	11-17	COV-PROD WITHDRWL EXP & CRISIS ASSISTANCE EXP	09/30/19	07/10/19

□HUBB° Liability Insurance

Declarations

M.S. ACQUISITIONS AND HOLDINGS 535 ROUTE 38 EAST SUITE 100 CHERRY HILL, NJ 08002 Chubb Group of Insurance Companies 202B Hall's Mill Road Whitehouse Station, NJ 08889

Issued by the stock insurance company indicated below, herein called the company.

VICILATO HIENTIANICO

Incorporated under the NEW YORK

KEH INSURANCE AGENCY, INC 1415 MARLTON PK E STE501 CHERRY HILL, NJ 08034-0000

FOR CY PHYSIA

SEPTEMBER 30, 2019 To: SEPTEMBER 30, 2020 M. standard time at the Named Insured's mailing address shown above,

Liability Coverage

Limit Of insurance

GENERAL AGGREGATE LIMIT (PRODUCTS AND COMPLETED \$ 2,000,000 SUBJECT TO THE GENERAL AGGREGATE)

ADVERTISING INJURY AND PERSONAL INJURY AGGREGATE

DAMAGE TO PREMISES RENTED TO YOU LIMIT

Liability Coverage (continued) Limit Of insurance EMPLOYEE BENEFITS ERRORS OR OMISSIONS SUPTEMBER 30, 2016 last page

Liability Insurance

General Liability

Coverages	3
Investigation, Defense And Settlements	4
Supplementary Payments	4
Coverage Territory	
Who is An Insured	5
Limits Of Insurance	S
Bodily Injury/Property Damage Exclusions	10
Advertising Injury/Personal Injury Exclusions	14
Medical Expenses Exclusions	15
Policy Exclusions	16
Conditions	20
Definitions	25

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Please read the entire policy carefully. The terms and conditions of this insurance include the various sections of this contract; Coverages; Investigation, Defense And Settlements; Supplementary Payments; Coverage Territory; Who Is An Insured; Limits Of Insurance; Exclusions; Conditions; and Definitions, as well as the Declarations, Common Policy Conditions and any Endorsements and Schedules made a part of this insurance.

Throughout this contract the words "you" and "your" refer to the Named Insured shown in the Declarations and other persons or organizations qualifying as a Named Insured under this contract. The words "we," "us" and "our" refer to the Company providing this insurance.

In addition to the Named Insured, other persons or organizations may qualify as insureds. Those persons or organizations and the conditions under which they qualify are identified in the Who Is An Insured section of this contract.

Words and phrases that appear in **bold** meanings and are defined in the Definitions section of this contract.

Coverages

Bodily Injury And Property Damage Liability Coverage Subject to all of the terms and conditions of this insurance, becomes legally obligated to pay by reason of liability:

for bodily injury or property damage caused by an occurrence to which this coverage applies,

This coverage applies only to such **bodily injury** or **property damage** that policy period.

Damages for **bodily injury** include damages claimed by a person or organization for care or loss of services resulting at any time from the **bodily injury**.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

Advertising Injury And Personal Injury Liability Coverage Subject to all of the terms and conditions of this insurance, becomes legally obligated to pay by reason of liability:

- imposed by law; or

for advertising injury or personal injury to which this coverage applies.

This coverage applies only to such advertising injury or personal injury caused by an offense that is first committed during the policy period.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

Coverages

(continued)

Medical Expenses Coverage

Subject to all of the terms and conditions of this insurance, we will pay **medical bodily injury** caused by an accident to which this coverage applies:

- takes place on premises rented to or owned by you;
- In connection with your operations;
- occurs during the policy period;
- expenses are incurred and reported to us within three (3) years of the date of the needent;
- person who sustained such bodily injury submits to examination, physicians of our choice as often as we reasonably require.

make these payments regardless of fault,

We have no other obligation or liability under this coverage.

Investigation, Defense And Settlements

Subject to all of the terms and conditions of this insurance, we will have the right and duty to defend the **insured** against a **suit**, even if such **suit** is false, fraudulent or groundless.

If such a **suit** is brought, we will pay reasonable attorney fees and necessary litigation expenses to defend:

- •
- if applicable, the indemnittee of the insured, provided the obligation to defend, or the cost of the defense of, such indemnittee has been assumed by such insured in an insured contract.

Such attorney fees and litigation expenses will be paid as described in the Supplementary Payments section of this contract.

We have no duty to defend any person or organization against any **suit** seeking damages to which this insurance does not apply.

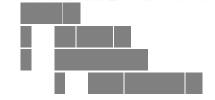
We may, at our discretion, investigate any occurrence or offense and settle any claim or suit.

Our duty to defend any person or organization ends when we have used up the applicable Limit Insurance.

Supplementary Payments

Subject to all of the terms and conditions of this insurance, we will pay, with respect to a claim we investigate or settle, or a **suit** against an **insured** we defend:

A, the expenses we incur,



Supplementary Payments (continued)



but only for bond amounts within the available Limit furnish these bonds.

reasonable expenses incurred by the **insured** at our request to assist us in the investigation or defense of such claim or suit, including actual loss of earnings up to \$1000 a day because of time off from work.

atturney fees or litigation expenses;

in connection with any injunction or other equitable relief.

- prejudgment interest awarded against the **insured** on that part of a judgment we pay. If we make an offer to pay the applicable Limit Of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- interest on the full amount of a judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit Of Insurance.

Supplementary Payments does not include any fine or other penalty.

reduce the Limits Of Insurance,

Our obligation to make these payments ends when we have used up the applicable Limit Insurance.

Coverage Territory

This insurance applies anywhere, provided the **insured**'s responsibility to pay damages, to which this insurance applies, is determined in a **suit** on the merits brought in the United States of America (including its possessions and territories), Canada or Puerto Rico, or in a settlement to which we agree.

Who is An insured



If you are an individual, you and your spouse are **insureds**; but you and your spouse are **insureds** only with respect to the conduct of a business of which you are the sole owner.

- persons or organizations having proper temporary custody of your property are insureds; but they are insureds only with respect to the maintenance or use of such property and only for acts until your legal representative has been appointed; and
- your legal representatives are insureds; but they are insureds only with respect to their
 duties as your legal representatives. Such legal representatives will assume your rights and
 duties under this insurance.

Who is An insured

(continued)

Partnerships Ventures

If you are a partnership (including a limited liability partnership) or a joint venture, you are an **insured**. Your members, your partners and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business.

Limited Liability Companies

If you are a limited liability company, you are an **insured**. Your members and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business. Your managers are **insureds**; but they are **insureds** only with respect to their duties as your managers.

Other Organizations

If you are an organization (including a professional corporation) other than a partnership, joint venture or limited liability company, you are an **insured**. Your directors and **officers** are **insureds**; but they are **insureds** only with respect to their duties as your directors or **officers**. Your stockholders and their spouses are **insureds**; but they are **insureds** only with respect to their liability as your stockholders.

Your **employees** are **insureds**; but they are **insureds** only for acts within the scope of their employment by you or while performing duties related to the conduct of your business,

nu employee is an insured

advertising injury or personal

- to you, to any of your directors, managers, members, officers or partners (whether or not an employee) or to any co-employee while such injured person is either in the course of his or her employment or while performing duties related to the conduct of your business;
- to the brother, child, parent, sister or spouse of such injured person as a consequence of any injury described in subparagraph A.1. above; or
- for which there is any obligation to share damages with or repay someone else who must pay damages because of any injury described in subparagraphs A.1. or A.2. above.

Dd. jiminova dova vel

 you or to your directors, insureds; or parumrs or supervisors as

- your employees, as insureds, with respect to such damages caused by cardiopulmonary resuscitation or first aid services administered by such an employee;
- property damage to any property owned, occupied or used by you or by any of your directors, managers, members, officers or parmers (whether or not an employee) or by any of your employees.

This limitation does not apply to **property damage** to premises while rented to you or temporarily occupied by you with permission of the owner.

Who is An Insured (continued)

Persons who are volunteer workers for you are insureds; they are insureds only for acts within the scope of their activities for you and at your direction.

Real Estate Managers

Persons (other than your **employees**) or organizations acting as your real estate managers are **insureds**; but they are **insureds** only with respect to their duties as your real estate managers.

Permissive Users Of Mobile Equipment

With respect to mobile equipment registered in your name under a motor vehicle registration law:

- A. persons driving such equipment on a public road with your permission are insureds; and
- persons or organizations responsible for the conduct of such persons described in subparagraph A, above are insureds; but they are insureds only with respect to the operation of the equipment and only if no other insurance of any kind is available to them.

no person or organization is an insured

- bodily injury to any co-employee of the person driving the equipment;
- property damage to any property owned or occupied by or loaned or rented to you, or in your charge or the charge of the employer of any person who is an insured under this provision.

Vendors

Persons or organizations who are vendors of your products are insureds; but they are insureds only with respect to their liability for damages for **bodily injury** or **property damage** resulting from the distribution or sale of **your products** in the regular course of their business and only if this insurance applies to the **products-completed operations hazard**,

no such person or organization is an insured

- assumption of liability by them in a contract or agreement. This limitation does not apply to
 the liability for damages for **bodily injury** or property damage that such vendor would
 have in the absence of such contract or agreement;
- representation or warranty unauthorized by you;
- change in your products made intentionally by the vendor.
- repackaging, unless unpacked solely for the purpose of inspection, demonstration or testing, or the substitution of parts under instruction from the manufacturer and then repacked in the original container;
- failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to
 make or normally undertakes to make in the usual course of business in connection with the
 distribution or sale of your products;
- demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of your products; or
- of your products which, after distribution or sale by you, have been labeled or relabeled or used as a container, ingredient or part of any other thing or substance by or for the vendor.

N = 0-407-Y	
Veneors (continues)	Further, no person or organization from whom you have acquired your products , or any container, ingredient or part entering into, accompanying or containing your products , is an insured under this provision.
Lessors Of Equipment	Persons or organizations from whom you lease equipment are insureds; but they are insureds only with respect to the maintenance or use by you of such equipment and only if you are contractually obligated to provide them with such insurance as is afforded by this contract. no such person or organization is an insured
	Persons or organizations from whom you lease premises are insureds; but they are insureds only with respect to the ownership, maintenance or use of that particular part of such premises leased to you and only if you are contractually obligated to provide them with such insurance as is afforded by this contract. no such person or organization is an insured
	Decurrence that premises; or construction or demolition operations performed by or on behalf of
Subsidiary Or Newly Acquired Or Formed Organizations	 If there is no other insurance available, the following organizations will qualify as named insureds: a subsidiary organization of the first named insured shown in the Declarations of which, at the beginning of the policy period and at the time of loss, such first named insured controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization; or a subsidiary organization of the first named insured shown in the Declarations that such first named insured acquires or forms during the policy period, if at the time of loss such first named insured controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization,
Limitaflians Insurrent	Except to the extent provided under the Subsidiary Or Newly Acquired Or Formed Organizations provision above, no person or organization is an insured with respect conduct of any person or organization that is not shown as a named insured in the Declarations. No person or organization is an insured maintenance or use of any assets. of any person or organization whose assets, hustorss or organization.

Umitations either directly or indirectly. Insured bodily injury or property damage that (continued) advertising injury or personal directive or lealance (its a in whole or in part, organization, Limits Of Insurance The Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay, regardless of the number of: olaims made or suits brough; persons or organizations making claims or bringing suits. The Limits Of Insurance apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance. General Aggregata to the Each Decorrence Limit. damages for bodily injury and property damage, damness included in the products-completed operations hazard; and Products-Completed Subject to the Each Occurrence Limit, the Products-Completed Operations Aggregate Limit is the Operations Aggregate most we will pay for the sum of damages for bodily injury and property damage included in the products-completed operations hazard. Limit Advertising Injury And The Advertising Injury And Personal Injury Aggregate Limit Personal Injury Aggregate damages for advertising injury and personal injury. Limit Each Occurrence Limit The Each Occurrence Limit is the most we will pay for the sum of: damages for bodily injury and property damage; III HILLY HAVE THE EXPERIMENT Any amount paid for damages or medical expenses will aggregate limit available for any other payment.

Of insurance. Each Occurrence If the applicable aggregate limit has been reduced to an amount that is less than the Each Occurrence Limit, the remaining amount of such aggregate limit is the most that will be available (continued) for any other payment. Damage To Premises Subject to the Each Occurrence Limit, the Damage To Premises Rented To You Limit is the most Rented To You Limit we will pay for the sum of damages for property damage to any one premises while rented to you or temporarily occupied by you with permission of the owner. Medical Expenses Limit Subject to the Each Occurrence Limit, the Medical Expenses Limit is the most we will pay for the sum of medical expenses, under Medical Expenses coverage, for bodily injury sustained by any one person, Bodily Injury/Property None of the following exclusions, except "Contracts", "Expected Or Intended Injury" and "Loss In Damage Exclusions Progress", apply to property damage to premises while rented to you or temporarily occupied by you with permission of the owner. Aircraft, Autos This insurance does not apply to bodily injury or property damage arising out of the ownership, Watercraft maintenance, use (use includes operation and loading or unloading) or entrustment to others of any: owned or operated by or loaned or rented to any insured. This regulation does not while ashore on premises owned by or rented to you; is less than may five (55). persons or cargo for a charge; the parking of an auto on premises owned by or rented to you, provided the until 1 min owned by or loaned or rented to you or the insured; the liability for damages assumed in an insured contract resulting from the ownership, maintenance or use, by others, of an aircraft or watercraft; the operation of the equipment described in subparagraphs F mobile equipment; or the pilot in command holds a currently effective certificate, issued by the duly

constituted authority of the United States of America or Canada, designating that

person as a commercial or airline transport pilot;

Bodily Injury/Property Damage Exclusions Aircraft, Autos is removi seliti u rejumel, Watercraft persons or cargo for a charge-(continued) Alcoholic Beverage Type This insurance does not apply to **bodily injury** or **property damage** for which any **insured** may be Businesses held liable by reason of: causing or contributing to the intexteation of any person. furnishing alcoholic beverages to a person under the legal draiking are or under the influence of alcohol; or - w - min ordinance or regulation relating to the sale, distribution or use of algoholic This exclusion applies only if you are in the business of manufacturing, or furnishing alcoholic beverages, Contracts This insurance does not apply to bodily injury or property damage for which the insured is obligated to pay damages by reason of assumption of liability in a contract or agreement. This exclusion does not apply to the liability for damages: would have in the absence of such contract. assumed in an oral or written contract or agreement that is an insured contract, provided the bodily injury or property damage, to which this insurance applies, occurs after the execution of such contract or agreement. Damaga To This insurance does not apply to property damage to any premises you sell, who would administrate the control of the control o Premises if the property damage arises out of any part of those premises. This exclusion does not apply if the premises are your work and were never occurred. held for rental by you. Damage To Impaired This immining does marapply to properly damage to: Property Or Property Not

bren physically injured;

inadequacy or dangerous condition in your product or your work;

Physically Injured

Bodily Injured/Property Damage Exclusions

Damage To Impaired Property Or Property Not Physically Injured (continued) delay or failure by you or anyone acting on your behalf to perform a contract accordance with its terms and conditions.

This exclusion does not apply to the loss of use of other tangible property resulting from sudden and accidental physical injury to your product or your work after it has been put to its intended use.

Damage To Owned Property

This insurance does not apply to property damage to any property owned by you.

Damage To Various Property Of Others (Care, Control Or Custody)

This insurance does not apply to property damage to any:

- personal property loaned or rented to you;
- property held by you or on your behalf for sale or entrusted to you for safekeeping or storage;
- property on your premises for purposes of performing operations on such property by you or on your behalf;
- used by you or on your behalf in performing operations;
- property in your care, control or custody that operations by you or on your behalf.

 Installed or used in construction.

This explication does not apply to the liability for damages assumed in a sidetrack agreement,

Damage To Your Product

This insurance does not apply to **property damage** to **your product** arising out of it or any part of it.

Damage To Your Work

This insurance does not apply to **property damage** to **your work** arising out of it or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply if the damaged work or the work causing the damage was performed on your behalf by a subcontractor.

This insurance does not apply to bodily injury to an employee of the insured and in the course of:

performing duties related to the conduct of the learners's business.

This insurance does not apply to **bodily injury** to the brother, child, parent, starr or shouse of such **employee** as a consequence of any injury described in paragraph A. show.

The excitation opplies:

- may be liable as an employer or in any other capacity;
- to any obligation to share damages with or repay someone else who must because of any injury described in paragraphs A, or B, above.

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Bodily Injured/Property Damage Exclusions

Employer's (continued)

This exclusion does not apply to the liability for damages assumed by the insured contract.

Expected Or Intended Injury

This insurance does not apply to bodily injury or property damage arising out of an act that:

- is intended by the insured; or
- would be expected from the standpoint of a reasonable person in the circumstances of the insured;

to cause bodily injury or property damage, even if the actual bodily injury or property damage is of a different degree or type than intended or expected.

This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or tangible property.

Loss In Progress

This insurance does not apply to **bodily injury** or **property damage** that is a change, continuation or resumption of any **bodily injury** or **property damage** known by you, prior to the beginning of the policy period, to have occurred.

Bodily injury or property damage will be deemed to be known by you.

- If such injury or damage is known by, or should have been known from the standpoint reasonable person in the circumstances of:
 - any of your directors, managers, members, ufficers (or their designees)
 (whether or not an employee); and
- when any person described in paragraph A
 - of any such injury or damage to us or any other insurer; receives a claim or a demand for damages because of any such injury or damage;
 - any such injury or damage has occurred or has begun to occur.

Mobile Equipment Transportation

This insurance does not apply to **bodily injury** or **property damage** arising out of the transportation of **mobile equipment** by an **auto** owned or operated by or loaned or rented to any **insured**,

Advertising Injury/Personal Injury **Exclusions** This insurance does not apply to advertising injury or personal contract Continuing Offenses This insurance does not apply to advertising injury or personal injury that arises out of that part of an offense that continues or resumes after the later of the end of the policy period of; is issued to you by us or by an affiliate of ours; remains in force while the offense continues; would otherwise apply to advertising injury and personal This insurance does not apply to advertising injury or personal injury for which the insured obligated to pay damages by reason of assumption of liability in a contract or agreement. This excludem elves marapply to the liability for damages: would have in the absence of such contract assumed in a written contract or agreement that is an insured contract, provided the advertising injury or personal injury, to which this insurance applies, is caused by an offense first committed after the execution of such contract or agreement. Crime Or Fraud This insurance does not apply to advertising in jury or personal injury arising out of any criminal or fraudulent conduct committed by or with the consent or knowledge of the insured, Expected Or Intended This insurance does not apply to advertising injury or personal Injury committed by or on behalf of the insured, that: is inmeded by such insured; would be expected from the standpoint of a reasonable person in the circumstances of such insured: Failure To Conform To This insurance does not apply to advertising injury or personal injury arising out of the failure of Representations Or goods, products or services to conform with any electronic, oral, written or other representation or warranty of durability, fitness, performance, quality or use. Warranties iniama 🚅 nyihas This incoming does may apply to advertising injury or personal designing or developing of another's Internet

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Advertising Injury/Personal Injury Exclusions

Internet Activities (continued)

controlling, creating, designing, of another's Internet site; determining or providing the content

- controlling, facilitating or providing, or failing to control, in the line.
 Internet or another's Internet site; or
- publication of content or material an entrangle happens, you or at your direction.

This insurance does not apply to **advertising injury** or **personal injury** arising out of an offense committed by or on behalf of an **insured** whose business is advertising, broadcasting, cablecasting, publishing, telecasting or telemarketing.

This exclusion does not apply to **personal injury** caused by an offense described in subparagraphs A., B. or C. of the definition of **personal injury**.

This insurance does not apply to advertising injury or personal first committed before the beginning of the policy period.

Publications With Knowledge OI Falsity

This insurance does not apply to advertising injury or personal injury arising out of any electronic, oral, written or other publication of content or material by or with the consent of the insured:

- with knowledge of his falshy:
- if a reasonable person in the circumstances of such insured would have known such contemor material to be false.

Wrong Description Of Prices

This insurance does not apply to advertising injury or personal description of the price of goods, products or services.

Medical Expenses Exclusions

This insurance does not apply to **medical** or **hodily injury** to any person injured while taking part in athletics.

Injury To Insureds

This insurance does not apply to **medical expenses** arising out of a **bodily injury** to any **insured**, except a volunteer worker.

Medical Expenses Exclusions (continued)				
(This insurance does not to the:			
	nuclear hazardous properties of nuclear material;			
	•	operation of a nuclear facility	by any person or organization,	
Products-Completed Operations Hazard	This insurance does not apply to medical expenses arising out of bodily injury included in the products-completed operations hazard .			
Workers' Compensation Or Similar Laws	This insurance does not apply to medical expenses arising out of bodily injury to any person, whether or not an employee of any insured , if benefits for such bodily injury are payable or must be provided under any workers' compensation, disability benefits or unemployment compensation law or any similar law.			
Policy Exclusions				
	١		to bodily injury, property damage, advertising injury or the actual, alleged or threatened contaminative, pathogenic, tries of asbestos.	
		This incoming does not	or orperar ansing (ad	
	_	others test for, monitor,	or regulatory or statutory requirement that any insured or clean up, remove, contain, treat, detoxify or neutralize, or in usees the effects of asbestos; or	
		because of testing for, m	or on behalf of a governmental authority or others for damages conitoring, cleaning up, removing, containing, treating, ng, or in any way responding to, or assessing the effects of	
Employment-Related Practices	A. This insurance does not apply to any damages sustained at any time by any person, whether or not sustained in the course of employment by any insured, arising out of any employment-related act, omission, policy, practice or representation directed at such person, occurring in whole or in part at any time, including any:			
		detention or impr	and the state of t	
		breach of any express or	implied covenant;	
			prosecution erapidilation:	
		defamation or disparage	ment.	
		ey	duation or reassignment;	

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Policy Exclusions			
Employment-Related Practices (continued)	invasion or other violation of any right		
(continues)	=0.00 p.10 - 0 - 10 - 0.00 p.		
	invasion or other violation of any right of torviers in publicity;		
	termination of employment;		
	other employment-related act, omission, policy, representation or relationship in connection with any insured at any time.		
	This insurance does not apply to any damages sustained at any time by the brother, child, parent, sister or spouse of such person at whom any employment-related act, omission, policy, practice or representation is directed, as described in paragraph A. above, as a consequence thereof.		
	This explosion qualities.		
	 may be liable as an employer or in any other capacity; 		
	to any obligation to share damages with or repay someone else who must because of any of the foregoing.		
Enhancement,	This insurance does not apply to any loss, cost or expense incurred by you or others for any:		
Maintenance Or Prevention Expenses	A. enhancement or maintenance of any property; or		
-4	B. prevention of any injury or damage to any:		
	person or organizations.		
Intellectual Property Or Rights	This insurance does not apply to any actual or alleged bodily injury , property damage , advertising injury or personal injury arising out of, giving rise to or in any way related to any actual or alleged:		
	•		
	•		
	by any person or organization (including any insured) of any intellectual property law or right,		

violation.

This exclusion opplies.

regardless of whether this insurance would otherwise apply to all or part of any such actual or alleged injury or damage in the absence of any such actual or alleged assertion, infringement or

does not arise out of, give rise to or in any way relate to any actual or alleged assertion, infringement or violation of any intellectual property law or right, other than one

is caused by an offense described in the definition of advertising injury;

described in the definition of advertising injury.

Policy Exclusions

(continued) This insurance does not apply to bodily injury, nuclear property damage. injury or personal injury: with respect to which any insured under this policy also has status as an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would have had status as an insured under any such policy but for its termination upon exhaustion of its limit of insurance; or arising out of the nuclear hazardous properties of nuclear material respect to which: any person or organization is required to maintain financial protection pursuant to the United States of America Atomic Energy Act of 1954, or any law amendatory thereof; or the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization. This insurance does not apply to bodily injury, nuclear property damage, advertising injury or personal injury arising out of the nuclear hazardous properties of nuclear material; Il line your bear considered in is at any nuclear facility owned by, or operated by or on behalf of, insured: has been discharged or dispersed therefrom; is contained in nuclear spent fuel or nuclear waste at any time transported, handled, stored, disposed of, processed, treated, possessed or used by or on behalf of any insured; or in any way related to the furnishing by any insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility. But if such facility is located within the United States of America (including its possessions or territories) or Canada, this subparagraph 2. applies only to nuclear property damage to such nuclear facility and any property thereat. This insurance does not apply to **bodily injury**, property damage, advertising injury or personal injury arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants: at or from any premises, site or location which is or was at occupied by, or loaned or rented to, any insured; at or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;



Policy Exclusions

Pollution (continued) which are or were at any time transported, treated as waste by or for any:

person or organization for whom any insured may be legally responsible;

at or from any premises, site or location on which any **insured** or any contractor or subcontractor working directly or indirectly on any **insured**'s behalf is performing operations, if the:

pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or

operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**.

Subparagraph A.4.a. above does not apply to **bodily injury** or **property damage** caused by the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of **mobile equipment** or its parts, if such operating fluids escape directly from that particular part of such **mobile equipment** designed by its manufacturer to hold, store or receive them. But, this exception does not apply if such **bodily injury** or **property damage** arises out of any discharge, dispersal, seepage, migration, release or escape of **pollutants**, that:

- was intended by the insured:
- would have been expected from the standpoint or a reasonable person in the circumstances of the insured;
- was a necessary part of operations performed by any insured, subcouractor; or
- occurred during the process of fueling the mobile equipment or changing or replenishing any operating fluid,

Subparagraph A.4.a. above does not apply to **bodily injury** or **property damage** if sustained within a building and caused by the release of gaseous irritants or contaminants from materials brought into that building, in connection with the operations being performed by you or on your behalf by the contractor or subcontractor,

Subparagraph A.1. above does not apply to **bodily injury** if sustained within a building and caused by the escape of gaseous irritants or contaminants from equipment used to heat that building.

Subparagraphs A.1. and A.4.a. above do not apply to bodily injury or property damage caused by heat, smoke or fumes from a hostile fire.

This tourning does not	to others design (m)
others test for, monitor, clea	egulatory or statutory requirement that any insured or in up, remove, contain, treat, detoxify or neutralize, or in ss the effects of pollutants ; or

Policy Exclusions

Pollution (continued) claim or proceeding by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Paragraph B, above does not apply to the liability for damages, for **property damage**, that the **insured** would have in the absence of such request, demand, order or regulatory or statutory requirement, or such claim or proceeding by or on behalf of a governmental authority.

This exclusion does not apply to the liability for damages, for **property damage**, to premises while rented to you or temporarily occupied by you with permission of the owner and caused by a **hostile** fire, explosion, smoke or leakage from fire protective equipment.

This exclusion applies regardless of whether or not the pallution was accidental, intended, preventable or sudden.



Recall Of Products, Work Or Impaired Property

This insurance does not apply to any damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- •
- .

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Workers' Compensation Or Similar Laws This insurance does not apply to any obligation of the **insured** under any workers' disability benefits or unemployment compensation law or any similar law.

Conditions

We are entitled to exercise all of the **insured**'s rights in the choice of arbitrators and in the conduct of any arbitration proceeding, except when the proceeding is between us and the **insured**.

Bankruptcy

Bankruptcy or insolvency of the **insured** or of the **insured**'s estate will not relieve us of our obligations under this insurance.

Conditions

(continued)

Disclosures And Representations

We have issued this insurance;

- based upon representations you made to us;
- in reliance upon your representations

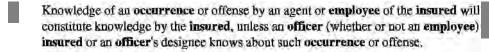
Unintentional failure of an **employee** of the **insured** to disclose a hazard or other material information will not violate this condition, unless an **officer** (whether or not an **employee**) **insured** or an **officer**'s designee knows about such hazard or other material information.

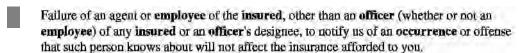
Duties In The Event Of Occurrence, Offense, Claim Or Suit

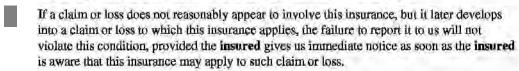
	You must see to it that we and any other insurers are notified as soon as practicable of any occurrence or offense that may result in a claim, if the claim may involve us or such other insurers. To the extent possible, notice should include:
	when and where the occurrence or offense happened;
	the names and addresses of any injured persons and witnesses;
	the nature and location of any injury or damage arising out offense.
	If a claim is made or suit is brought
_	immediately record the specifies of the claim or suit and the date received;
	nutify us and other insurers as soon as practicable;
	we receive written notice of the claim or suit as soon as practicable.
	You and any other involved insured
	immediately send us copies of any demands, notices, received in connection with the claim or suit;
	authorize us to obtain records and other information;
	cooperate with us and other insurers in the:
	invesitigation or softlement
	assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of loss to which this insurance may also apply.
	No insureds will, except at that insured's own cost, make any payment, assume any obligation or incur any expense, other than for first aid, without our consent.
	Notice given by or on behalf of:
	to a licensed agent of ours with particulars sufficients — 100 v 10 10 10 10 10 10 10 10 10 10 10 10 10

I mileens

Duties In 1	The Event Of
Occurrend	e, Offense,
Claim Or S	Suit
(continued)	







No person or organization has a right under this locurious on

- join us as a party or otherwise bring us into a suit seeking damages from an insured;
- sue us on this insurance unless all of the terms and conditions of this insurance have been fully complied with.

A person or organization may sue us to recover on an agreed **attern** of or all thou against an **insured** obtained after an actual:

- .
- arbitration or other alternative dispute resolution proceeding;

but we will not be liable for damages that are not payable under the terms and conditions of this insurance or that are in excess of the applicable Limits Of Insurance.

If other valid and collectible insurance is available to the **insured** for loss we would otherwise cover under this insurance, our obligations are limited as follows.

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This insurance is primary except when the Excess Insurance provision described below

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in the Method of Sharing provision described below.

This insurance is excess over any other insurance, other basis:

that is Fire, Extended Coverage, Installation Hisk or similar insurance for your work;

that is insurance that applies to **property damage** to premises rented to you or temporarily occupied by you with permission of the owner;

If the loss arises out of aircraft, autos or watercraft Autos Or Watercraft exclusion);

Other Insurance (continued) provided to you by any person or organization working under contract for you; or under which you are included as an insured; is insurance under any Property section of this policy, When this insurance is excess, we will have no duty to defend the insured against any suit if any other insurer has a duty to defend such insured against such suit. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other When this insurance is excess over other insurance, pay only our share of the amount loss, if any, that exceeds the sum of the total: other insurance would pay for loss in the absence of this insurance; deductible and self-insured amounts under all We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not negotiated specifically to apply in excess of the Limits Of Insurance shown in the Declarations of this insurance, If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this method each insurer contributes equal amounts until it has paid its applicable limits of insurance or none of the loss remains, whichever comes first, If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance to the total applicable limits of insurance of all insurers. Premium Audit We will compute all premiums for this insurance in accordance with our rules and rates. In accordance with the Estimated Premiums section of the Premium Summary, with an asterisk (*) are estimated premiums and are subject to audit. In addition to or in lieu of such designation in the Premium Summary, premiums may be designated as estimated premiums elsewhere in this policy. In that case, these premiums will also be subject to audit, and the second paragraph of the Estimated Premiums section of the Premium Summary will apply, Separation Of Insureds Except with respect to the Limits Of Insurance, and any rights or duties specifically assigned in this insurance to the first named insured, this insurance applies: and early named insured were the only named insured:

separatoly in rach insured

whom claim is made or suit is brought.

Conditions

(continued)

Transfer Or Waiver Of Rights Of Recovery Against Others We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured**'s rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

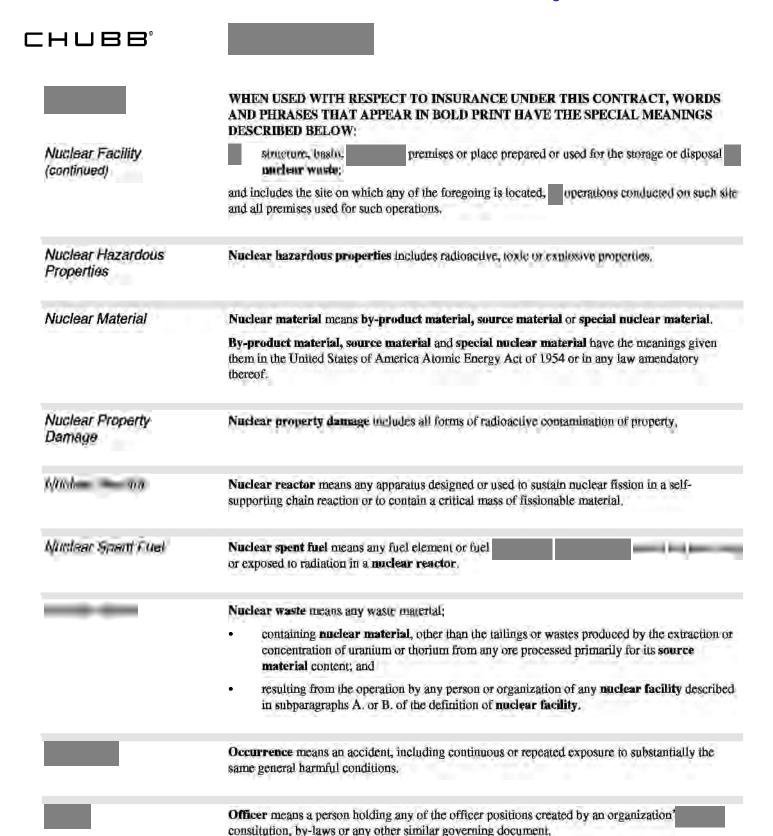
This condition does not

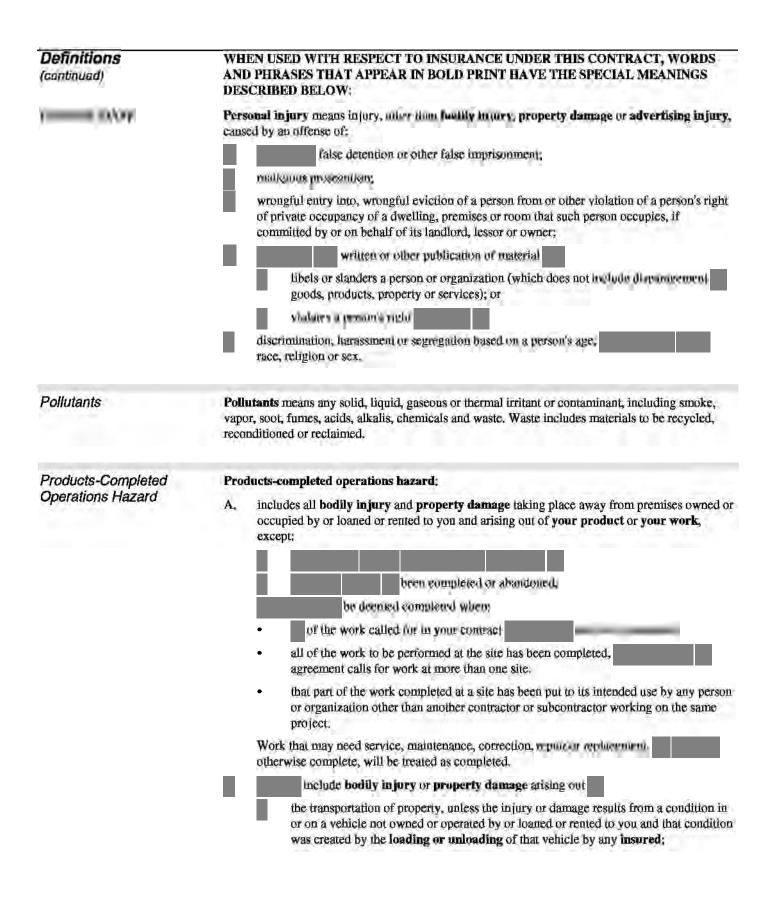
HUBB		
	WHEN USED WITH RESPECT TO INSURANCE AND PHRASES THAT APPEAR IN BOLD PRESCRIBED BELOW:	
	Advertisement means an electronic, oral, written or designed for the specific purpose of attracting the ge- use such goods, products or services.	
	Advertisement does not include any e-mail address or metalanguage.	domain name or other electronic
	Advertising injury means injury, other than bodily sustained by a person or organization and caused by of your advertisement about your goods, products or	an offense of infringing, in that particular part
	 copyrighted advertisement; 	
	 registered collective mark, registered service slogan, symbol or title. 	mark or other registered trademarked name,
Agreed Settlement	Agreed settlement means a settlement and release of claimant or the claimant's legal representative,	of liability signed by us, the insured and the
Asbestos	Asbestos means asbestos în any form, încluding its p other material or waste. Waste includes material to h	
Auto	Auto means a land motor vehicle, trailer or semi-traincluding any attached machinery or equipment. But	
Bodily Injury	Bodily injury means physical: •	
	 sustained by a person, including resulting death, hun shock at any time. All such loss shall be deemed to or or disease that caused it. 	
Employee	Employee includes a leased worker, Employee doe	es not include a temporary worker.
	Hostile fire means one which becomes uncontrollable.	ale or breaks out

Definitions (cantinuad)	WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:		
Impaired Property	Impaired property means tangible property, other than your product or your work, be used or is less useful because: it incorporates your product or your work deficient, inadequate or dangerous; or you have table to table the terms or conditions of a compact if such property can be restored to use by:		
	of your product or your work;		
	your fulfilling the terms or conditions of the contract		
Insured	Insured means a person or an organization qualifying as an insured in the Who Is An Insured section of this contract.		
Insured Contract	Insured contract: an obligation, as required by ordinance, to indemnify a municipality, connection with work for a municipality; an elevator maintenance agreement; any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for such municipality) in which you assume the tort liability of another person or organization to pay damages, to which this insurance applies, sustained by a third person or organization, does not include that part of any contract or agreement engineer or surveyor for damages arising out of: preparing, approving or failing to prepare or approve maps, drawings, reports, surveys, field orders, change orders, designs or specifications;		

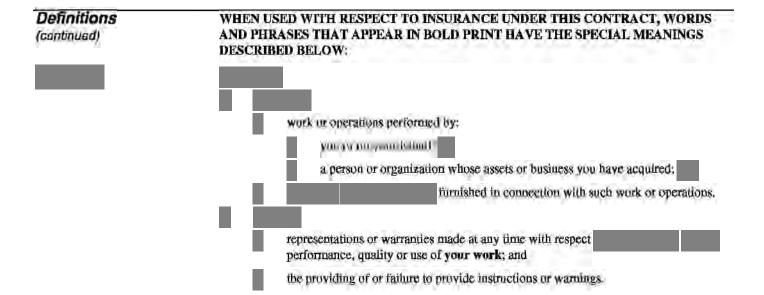
THUBB [®]	
Definitions (cantinued)	WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:
Intellectual Property	
Or Right	or trademark (including collective or service marks);
	right to, or judicial or statutory law recognizing an interest or proprietary non-personal information;
	 other right to, or judicial or statutory law recognizing an interest in, any expression, idea, likeness, name, slogan, style of doing business, symbol, title, trade dress or other intellectual property; or
	unfair competition or other similar proctices.
Leased Worker	Leased worker means a person leased to a party by a labor leasing firm, in a contract or agreement between such party and the labor leasing firm, to perform duties related to the conduct of the party's business. Leased worker does not include a temporary worker.
Loading Or Unloading	Loading or unloading:
	means the bandling of property
	after it is moved from the place where it is summed for movement aircraft, auto or watercraft;
	while it is being moved from an aircraft, finally delivered,
	does not include the movement of property by means of a mechanical hand truck, that is not attached to the aircraft, auto or watercraft.
Medical Expenses	expenses means reasonable expenses for necessary;
	• Alex thrus (of no moundary)
	including mosthetic devices;
	Mobile equipment means any of the following types of land vehicles, including any almohed machinery or equipment:
	bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
	vehicles maintained for use solely on premises owned by or rented to you;

LOCAL VIEWS WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW: Mobile Equipment vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted: (continued) road construction or resurfacing equipment vehicles not described in subparagraphs A., B., C. or D. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types: air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or cherry pickers and similar devices used to raise or lower workers; vehicles not described in subparagraphs A., B., C. or D. above maintained primarily for purposes other than the transportation of persons or cargo. Mobile equipment does not include self-propelled vehicles with the following types of permanently attached equipment, and such vehicles will be considered autos: designed primarily for construction or resurfacing; cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment, Nuclear Facility Nuclear facility means any: or device designed or used for separating the isotopes of plutonium or uranium; processing or utilizing nuclear spent fuel; processing or packaging nuclear waste; equipment or device used for the processing, fabricating or alloying of nuclear material, if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than: grams of plutonium or uranium 233, or any combination thereof: non-humbred-titry (250) yrana of arassum (35)





WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW: Products-Completed the appearant hands unlessation because many abandoned or unused materials; Operations Hazard products or operations for which the classification in our rules indicates that such products or (continued) operations are not subject to the Products-Completed Operations Aggregate Limit of insurance. Property Damage Property damage means: physical injury to tangible property, including resulting loss of use of that loss of use shall be deemed to occur at the time of the physical injury that loss of use of tangible property that is not physically injured. deemed to occur at the time of the occurrence that caused it. Tangible property does not a time or an analysis dain or other information that form. Suit Suit means a civil proceeding in which damages, to which this insurance applies, are sought. Suit includes an arbitration or other dispute resolution proceeding in which such damages are sought and to which the insured must submit or does submit with our consent, Temporary worker means a person who is furnished to a party to substitute for a permanent employee on leave or to meet seasonal or short-term workload conditions. goods or products, dispused of by: others trading under your name; a person or organization whose assets or business you have acquired; rundshed in connection containers (other than vehicles), with such goods or products. representations or warranties made at any time with respect performance, quality or use of your product; and the providing of or failure to provide instructions or warnings. does not include vending machines or other property loaned or rented to or located for the use of others but not sold.



Liability Insurance

Employee Benefits Errors Or שונהנטווונו

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Employee Benefits Errors Or Ominalana

Words and phrases that appear in **bold** nearings and are defined in the Definitions section of this contract.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations of this policy, and any other person or organization qualifying as a Named Insured under this contract. The words "we," "us" and "our" refer to the company providing this insurance.

In addition to the Named Insured, other persons or organizations qualify as insureds. Those persons or organizations and the conditions under which they qualify are identified in the Who Is Insured section of this contract.

THIS INSURANCE PROVIDES CLAIMS MADE COVERAGE, EXCEPT AS OTHERWISE PROVIDED, SUCH COVERAGE APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD, PLEASE READ THIS INSURANCE CAREFULLY.

Who is insured

If you are an individual, you and your spouse are **insureds**, a business of which you are the sole owner.

Parmership Vantura

If you are a partnership or joint venture, you are an **insured**. Your members, your partners, their spouses are also **insureds**, but only with respect to the conduct of your business.

Other Organizations

If you are an organization other than a partnership, joint venture or limited liability company, you are an **insured**. Your executive officers and directors are **insured**s, but only with respect to their duties as your officers or directors. Your stockholders are also **insured**s but only with respect to their liability as stockholders,

Any Other Authorized Person

Any other natural person for whose acts you are legally liable is an insured, provided such natural person is authorized to act in the administration of your employee benefit programs.

Subsidiaries Or Newly Acquired Or Formed Organizations

If there is no other similar insurance available, the following will qualify to be a named insured:

- Any financially controlled subsidiary of yours; or
- any organization you newly acquired or formed during the policy period, other than a
 partnership, joint venture or limited liability company, and over which you maintain
 ownership or majority interest. This coverage is effective on the acquisition or formation
 date and is afforded only until the end of the policy period during which the acquisition or
 formation took place,

No subsidiary or newly acquired or formed organization is an **insured** with respect to any **claim** arising from the **administration** of **employee benefit programs** that occurred before you acquired or formed the organization.

Who is insured

(continued)

Chankathari Imatarai

No one is an **insured** for the conduct of any current or past partnership, joint liability company that is not shown as a named **insured** in the Declarations.

Coverage

Subject to the applicable Limits Of Insurance, we will pay damages the **insured** becomes legally obligated to pay for any **claim** arising out of a negligent act, error or omission to which this insurance applies, by or on behalf of the **insured** in the **administration** of **employee benefit programs**.

- •
- your torour employee;
- the hemiticulates or level representatives of your employee or former employee;
- your prospective employee,

This insurance applies to a negligent insured during the policy period.

ernu or emission only if a claim is first



This insurpace does not goply to any angligent orme or emassion which

- occurred prior to the Retroactive Date stated in the Declarations of this insurance;
- occurred on or between the Retroactive Date stated in the Declarations of this insurance and
 the last day of the policy period stated in the Declarations of this insurance if, on the
 effective date of this insurance, the insured had knowledge of or should have known of any
 circumstances which might have resulted in a claim; or
- occurs after the policy period stated in the Declarations of this insurance.

For purposes of this insurance;

- a claim by a person or organization will be deemed to have been made when notice of such
 claim is received and recorded by any insured, our licensed agent, or by us, whichever
 comes first; and
- all claims by the same person or organization as a result of a negligent act, error or omission
 will be deemed to have been made at the time the first of those claims is made against any
 insured.

Limits Of Insurance

The Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- •
- claims made or suits imagh;
- persons or organizations making claims or bringing suits.

The Limits Of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

Employee Benefits Errors Or Ominalana

Limits Of Insurance

(continued)

We may pay part or all of the deductible to settle any claim or suit; agrees to promptly reimburse us for the deductible paid.

All claims arising from a single negligent act, error or omission or a series of related negligent errors or omissions shall be deemed to be a single claim,

Aggregate Limit

Subject to the Each Claim Limit, the Aggregate Limit is the most we will pay for the sum of:

- payments made for defense and Supplementary Payments.

Each Claim Limit

The Each Claim Limit is the most we will pay for all damages for each claim, including payments made for defense and Supplementary Payments, in excess of the deductible stated in the Declarations.

Any amount paid for damages, defense and Supplementary Payments for each claim will reduce the amount of the Aggregate Limit available for payment of damages, defense and Supplementary Payments for any other claim.

If the Aggregate Limit has been reduced by payment of damages, defense and Supplementary Payments for claims to an amount that is less than the Each Claim Limit, the remaining Aggregate Limit is the most that will be available for payment of damages, defense and Supplementary Payments for any other claim,

Investigation, Defense And Payment Of Damages

We will have the right and duty to defend any insured against a suit seeking damages for any claim arising out of a negligent act, error, or omission, However, we will have no duty to defend any insured against a suit seeking damages to which this insurance does not apply. We may at our discretion investigate any negligent act, error, or omission and settle any claim or suit that may result.

The amount we will pay for damages is limited as described in Limits Of Insurance, Our right and duty to defend end when we have used up the applicable Limit Of Insurance in the payment of defense, judgments or settlements and payments under Supplementary Payments.

The amount we pay to defend any suit is part Of Insurance.

reduce the Fach Claim Limit

We have no further obligation or liability to pay sums or perform acts or services unless explicitly provided for under Supplementary Payments shown below.

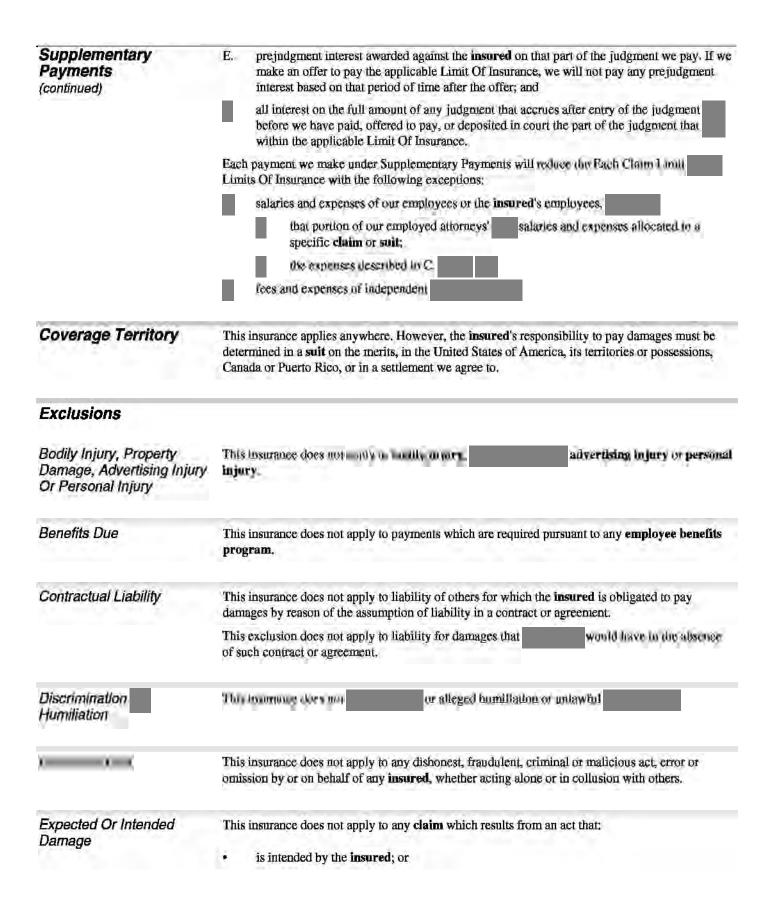
Supplementary **Payments**

Subject to the Limits Of Insurance, we will pay with respect to any claim we investigate or settle, or any suit against an insured we defend:

A. all expenses we incur;

the premium amount of bonds to release attachments, but only for premium amounts within the amount of insurance available. We do not have to furnish these bonds;

reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or suit, including actual loss of earnings up to \$300 a day because of time off from work;



Employee Benefits Errors Or Omigalawa Expected Or Intended can be expected from the standpoint in a reas muldispression. Damage to cause damage, even if the damage is of a different degree or type than actually intended or (continued) expected. Fines, Penalties, Punitive This incoming does margoply to any assessment, or punitive or exemplary damages, Or Exemplary Damages This incoming does marapply to any claim arising our miles (amount) data processing or communications system equipment communicates with any of the foregoing, to accept, retrieve, recognize, understand, communicate or otherwise use: information or code which contains dates subsequent the rendering of, any service or advice in connection with paragraph 1, abuve Performance Failure This insurance does not apply to: the fallure of performance of any contract the fathere of any investment plan to perform as represented by an insured; the inability of employee benefit programs to meet their obligation due to insolvency or inadequate funds; or

Statutory Obligation To Employees Or Plans

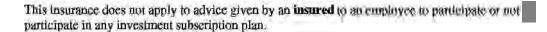
This insurance does not apply to the **insured**'s failure to comply with the provisions of the Internal Revenue Code, any law concerning workers compensation, unemployment compensation, social security or disability benefits, any employment severance law, or the Employee Retirement Income Security Act of 1974 or any similar State or Federal legislation that has been or may be enacted.

This explication does not apply to the administration of employee henefit programs.

Termination Of Any Employee Benefit Programs This insurance does not apply to the termination of any employee benefit programs.

Exclusions

(continued)



Extended Reporting Periods

Basic Extended Reporting Period

Basic Extended Reporting Period Is automatically provided. (Himmallow) in the control of the con

- made within 60 days after the end of the policy period;
- claims first made within five years after the end of the policy period for negligent or omissions reported to us within 60 days after the end of the policy period
- be deemed to have been made during the policy period of this policy.

The Basic Extended Reporting Period does not apply to **claims** that are covered under any subsequent insurance you purchase, or that would be covered, but for exhaustion of the amount insurance applicable to such **claims**.

Notification of claims must be in accordance with paragraphs A, and B, of the Duties In The Event Of Negligent Act, Error, Or Omission, Claim Or Suit provision of the Conditions.

Supplemental Extended Reporting Period

A Supplemental Extended Reporting Period is available only by an endorsement additional premium:

- If purchased, this period starts at the end of the Basic Extended Reporting Period and will be for 10 years. Claims first made during this Supplemental Extended Reporting Period will be deemed to have been made during the policy period of this policy, but will be subject to the separate aggregate limit of insurance set forth in paragraph C., below.
- You must give us a written request to purchase a Supplemental Extended Reporting Period within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.
- If you comply with paragraph B., above, we will issue the Supplemental Extended Reporting Period Endorsement, and will provide the separate aggregate limit of insurance described below, but only for claims to which the Supplemental Extended Reporting Period applies. The separate aggregate Limit Of Insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period for the Aggregate Limit.

The Aggregate Limit as shown in the Limits Of Insurance section will be amended accordingly. The Each Claim Limit shown in the Declarations will continue to apply, forth in the Limits of Insurance section.

- We will determine the additional premium for the Supplemental Extended Reporting Period Endorsement in accordance with our rules and rates. The additional premium will not exceed 200% of the annual premium for this insurance.
- The Supplemental Extended Reporting Period Endorsement will set forth the terms, not inconsistent with this Section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts,

Employee Benefits Errors Or Ominations Extended Reporting Periods (continued) We will automatically provide a Basic Extended Reporting Period and. When Extended Reporting Periods Apply Supplemental Extended Reporting Period if: this insurance is canceled or not or replace this insurance with other insurance that; has a Retroactive Date later than the Retroactive Date shown in the Declarations for this insurance; or apply on a claims-made basis. How Extended Reporting Extended Reporting Periods Periods Apply goply only a claim for negligent acts, errors or omissions that occur before the end of the policy period and not before the Retroactive Date, if any, shown in the Declarations. extend the policy period or change the scope of coverage provided; reinstate or increase the Limits Of Insurance applicable to any claim to which this insurance applies, except as described in the Supplemental Extended Reporting Period section above. be expected over in effect. **Conditions** We are entitled to exercise all of the insured's rights in the choice of arbitrators and the conduct any arbitration proceeding, except when the proceeding is between us and the insured. Bankruptcy Bankruptcy or insolvency of the insured or the insured's estate will not relieve us of any obligation to which this insurance applies, Duties In The Event Of A. You must see to it that we are notified as soon as practicable of any negligent act, error, or Negligent Act, Error, Or omission which may result in a claim. To the extent possible, notice should include;

Omission, Claim Or Suit

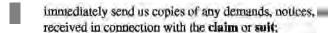
- 1. how, when and where the negligent act, error, or omission took place; and
- the names and addresses of any involved persons and witnesses.

Notice of any negligent act, error, or omission is not notice of a claim.

- If a claim is made or suit is brought against any insured, you must:
 - 1. immediately record the specifics of the claim or suit and the date received;
 - notify us in writing as soon as practicable.
- You and any other involved insured must:

Conditions

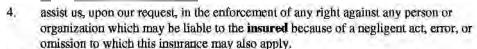
Duties In The Event Of Negligent Act, Error, Or Omission, Claim Or Suit (continued)



authorize us to obtain records and other information;

ecopycate with an in the;

investigation or settlement



No insureds will, except at that insured's own cost, make a payment, assume any obligation, or incur any expense, without our consent.

Notice given by or on behalf of:

- 1. the insured; or
- any other claimant;

to any licensed agent of ours with particulars sufficient to identify the **insured** shall be deemed notice to us.

- Knowledge of any negligent act, error, or omission by any agent or employee of the **insured** will not constitute knowledge by the **insured**, unless an officer or his designee receives such notice from its agent or employee.
- Failure of an agent or employee of the **insured**, other than an officer, or his designee, to notify us of any negligent act, error, or omission which he knows about will not affect the insurance afforded you by this contract.

Legal Action Against Us

No person or organization has a right under this insurance:

- to join us as a party or otherwise bring us into a suit asking for damages from an insured;
- to sue us on this insurance unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an **agreed settlement** or on a final judgment against an **insured** obtained after:

- an actual trial in a civil proceeding;
- an arbitration proceeding; or
- an alternative resolution proceeding.

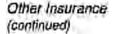
but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable Limits of Insurance.

Other Insurance

If other valid and collectible insurance is available to the **insured** for a loss we cover under this insurance, our obligations are limited as follows:

This insurance is excess over and above any other valid and collectible insurance (including any deductible or self-insured portion) or agreement of indemnity, available to you.

□ ⊢ □ B B° Employee Benefits Errors Or Ominations



This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to the administration of employee benefits programs on other than a claims made basis, if:

- no Retroactive Date is shown in the Declarations of this insurance; or
- the other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this insurance.

We will have no duty under this insurance to defend any **insured** against a **suit** that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the **insured**'s rights against all those other insurers.

- pay only our share of the amount
- the total amount that all such other insurance would pay for the loss in the absence of this
 insurance; and
- the total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not purchased specifically to apply in excess of the Limits Of Insurance shown in the Declarations of this insurance.

Premium Audit

We will compute all premiums for this insurance in accordance with our rules and rates.

In accordance with the Estimated Premiums section of the Premium Summary, premiums identified by an asterisk are estimated premiums and are subject to audit. In addition to or in lieu of such designation in the Premium Summary, premiums may be designated as estimated premiums in the Liability Insurance section of this policy. In that event, these premiums will also be subject to audit and the second paragraph of the Estimated Premiums section of the Premium Summary will apply.

Separation Of Insureds

Except with respect to the Limits Of Insurance and any rights or duties specifically assigned in this insurance to the first named **insured**, this insurance applies;

- is all each named losured were the only named losured:
- Separatoly is each insured whom claim is made or suit is brought.

Transfer Of Rights Of Recovery

If the **insured** has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

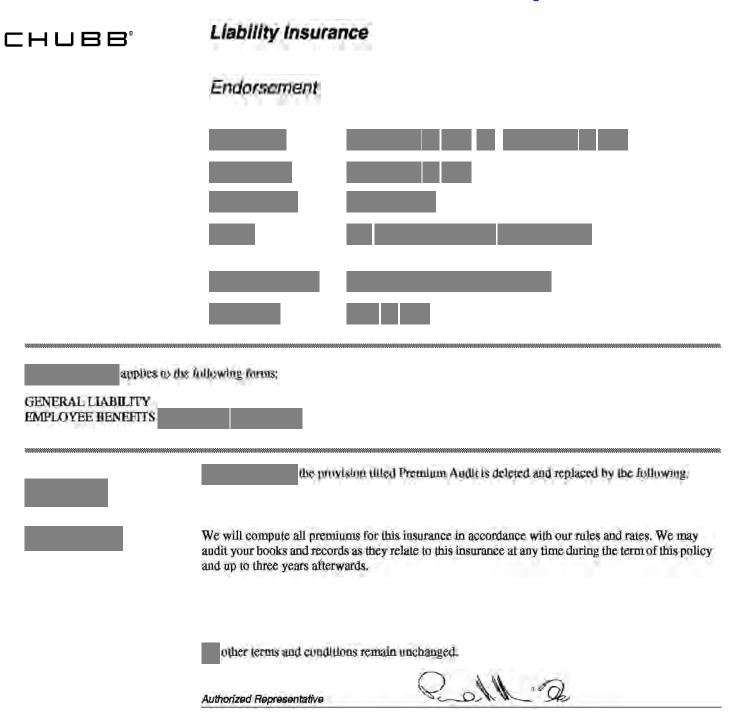
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Employee Benefits Errors Or Ominalana informing employees of the content handling of records in connection with way and complement termination or cancellation of employees under, employee benefit programs, provided such acts are authorized by you, Advertising Advertising means any advertisement, publicity article, broadcast or telecast. Advertising Injury Advertising in jury means in jury, other than bodily in jury or personal in jury, arising solely out of one or more of the following offenses committed in the course of advertising of your goods, products or services: oral or written publication of advertising material slanders or libels a person or organization; or written publication of advertising material violence or combined infringement of copyrighted advertising materials or infringement of trademarked or service marked titles or slogans. Agreed Settlement Agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative, Bodily injury means physical injury, sickness, disease, mental anguish, mental injury, shock, humiliation sustained by a person; it also includes death at any time resulting therefrom. Claim Claim means a demand for damages. Employee Employee benefit programs means group life insurance, group health insurance, group dental Programs insurance, group automobile insurance, group homeowners insurance, educational tuition reimbursement plans, individual retirement account (IRA) plans, Internal Revenue Code Section 401(K) plans and amendments thereto, profit sharing plans, pension plans, employee investment subscription plans, workers compensation, unemployment insurance, social security, disability benefits insurance or travel, savings or vacation plans. Insured Insured means any person or organization qualifying as an insured under the Who Is Insured provision and against whom claim is made or suit is brought.

Definitions WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT: (continued) Personal injury means injury, other than bodily injury, arising out of one or more of the following offenses committed in the course of your business, other than your advertising: dejention er imprisemment; malkaous prosesnilan; the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or persons occupy, by or on behalf of its owner, landlord or lessor; or written publication of material slanders or libels a person or organization; or written publication of material vladates a prosonic rigio Property damage means: physical injury to or destruction of tangible property including the resulting loss of use of that property; or loss of use of rangible property that Suit Suit means a civil proceeding in which damages to which this insurance applies are alleged, Suitalso includes: an arbitration proceeding in which such damages are claimed and to which the insured submit or does submit with our consent; or any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

Liability Insurance Section

Endorsements



Liability Insurance Condition - Premium Audit last page



amplies to the following forms;

GENERAL LIABILITY EMPLOYEE BENEFITS

The following exclusion is added to this policy and replaces any similar exclusion contained therein. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverages under this contract.

Exclusion Endorsement

Information Laws, Including Unauthorized Or Unsolicited Communications With respect to all coverages under this contract, this insurance does not apply to any damages, cost or expense arising out of any actual or alleged or threatened violation of:

- the United States of America CAN-SPAM Act of 2003 (or any law who would be similar regulatory or statutory law in any other jurisdiction.
- the United States of America Telephone Consumer Protection Act (TCPA) of 1991 (or any law amendatory thereof) or any similar regulatory or statutory law in any other jurisdiction.
- the United States of America Fair Credit Reporting Act (FCRA) (or any law amendatory thereof including the Fair and Accurate Credit Transactions Act (FACTA))or any similar regulatory or statutory law in any other jurisdiction.
- any other regulatory or statutory law in any jurisdiction that addresses, limits or prohibits the
 collecting, communicating, disposal, dissemination, distribution, monitoring, printing,
 publication, recording, sending or transmitting of content, information or material.

Liability Insurance

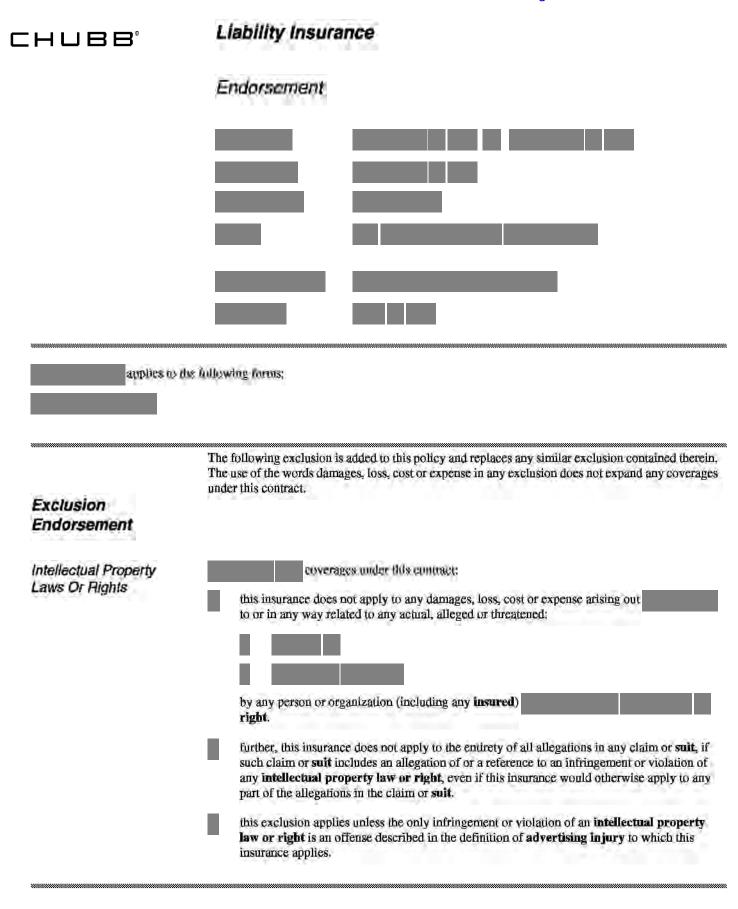
Exclusion - Information Laws, Including Unauthorized Or Unsolicited Communications

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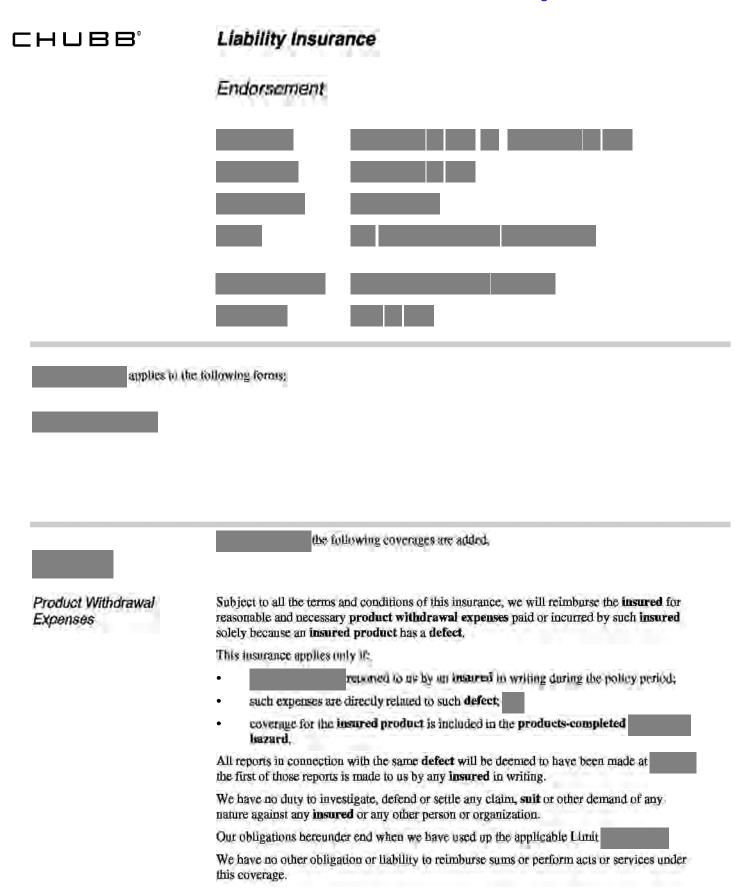
Liability Endorsement (continued)

other terms and conditions remain unchanged.

Authorized Representative



Liability Endorsement (continued)	
	The following definition is added to this policy and replaces any similar definition contained therein,
Intellectual Property Or Right	
C. 100.	or trademark (including collective or service marks);
	right to, or judicial or statutory law recognizing an interest or proprietary non-personal information;
	 other right to, or judicial or statutory law recognizing an interest in, any expression, idea, likeness, name, slogan, style of doing business, symbol, title, trade dress or other intellectual property; or
	passing off or similar practices,
	other terms and conditions remain unchanged.
	Authorized Representative



Coverages

(continued)

Crisis Assistance Expenses Subject to all the terms and conditions of this insurance, we will pay reasonable and necessary **crisis assistance expenses** incurred by the **insured** arising out of a **crisis event** that first commences during the policy period, provided that:

- each crisis event is furthrounded to us by the bestred in writing during the policy period;
- such crisis assistance expenses are directly related to the crisis event.

A crisis event will commence when a key executive first such crisis event.

A of the fullinging dries

- one hundred and alghry (180) days after the notice of such crisis event was given to us;
- when the Crisis Assistance Aggregate Limit shown in the Schedule has been used up.

All reports in connection with the same **crisis event** will be deemed to have been made at time the first of those reports is made to us by any **insured** in writing.

Any payment of crisis assistance expenses that coverage under this insurance.

hr an gokunwindrenseni

We have no duty to investigate, defend or settle any claim, **suit** or other demand of any nature against any **insured** or any other person or organization.

Our obligations bereunder end when we have used up the applicable Limit

We have no other obligation or liability to pay expenses or perform acts or services under this coverage.

Under Limits of Insurance, the following provisions are added.



Product Withdrawal Expenses Aggregate Limit The Product Withdrawal Expenses Aggregate Limit shown in the Schedule below will reimburse for all **product withdrawal expenses** arising out of all **defects**.

Any such sum we reimburse will reduce the amount of the Product Withdrawal Expenses Aggregate Limit. The remaining amount of any such limit is the most that will be available for any other payment.

Crisis Assistance Expenses Aggregate Limit The Crisis Assistance Expenses Aggregate Limit shown in the Schedule below pay for the sum of all crisis assistance expenses.

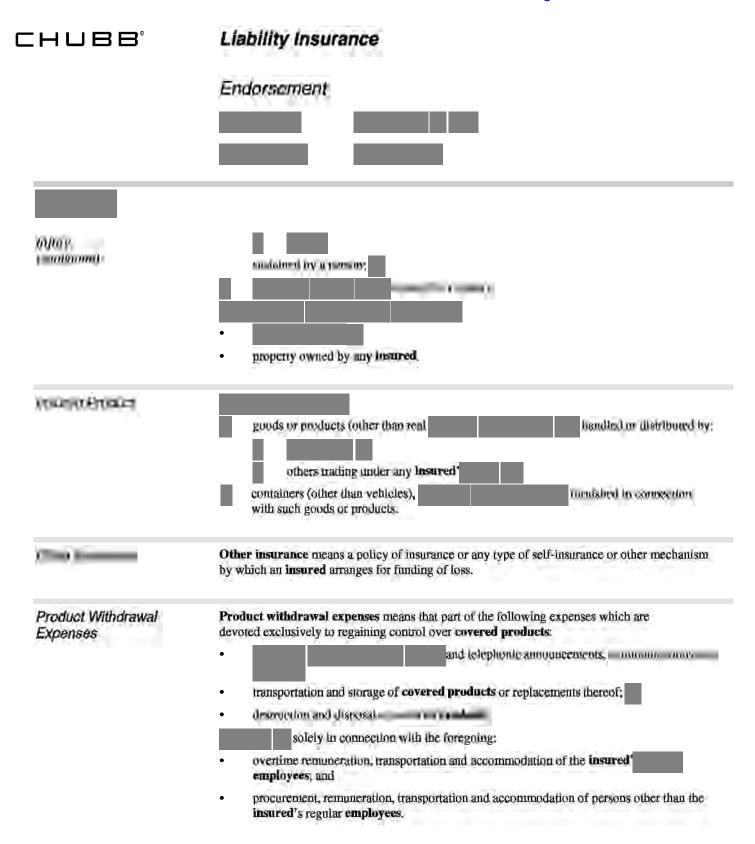
Any such sum we pay will reduce the amount of the Crisis Assistance Expenses Aggregate Limit, The remaining amount of any such limit is the most that will be available for any other payment.

HUBB	Liability Insurance		
	Endorsement		
	1 06 o to the coverage littled Product the following exclusions are		
Esimes Malenala	This insurance does not apply to any product withdrawal expenses in connection with goods or products that have been distributed after any governmental organization has banned such goods or products (or any container, ingredient or part thereof) or declared them unsafe.		
	This increases to connection with: - pure train to the same poly to any product withdrawal expenses in connection with: - pure train to the same product withdrawal expenses in connection with: - pure train to the same product withdrawal expenses in connection with: - pure train to the same product withdrawal expenses in connection with:		
Kindred Goods Products	This insurance does not apply to any product withdrawal expenses in connection with goods or products from any lot or batch for which it can be readily determined that none of such goods or products from that lot or batch have a defect , even if such insured product from another lot or batch of kindred goods or products have been determined to have defects .		
	This insurance does not apply to any product withdrawal expenses in connection with any insured product which has a defect if such defect was known, or should have been known, insured prior to the:		
	 effective date of this insurance; delivery of such insured product by the new or any person or organization acting on any insured's behalf. 		
Prior Goods Or Products Of Acquired Or Formed Organizations	This insurance does not apply to any product withdrawal expenses in connection with any goods or products manufactured, sold, handled or distributed by an organization any insured acquires or forms at any time, if such goods or products were manufactured, sold, handled or distributed before such insured acquired or formed such organization.		
	This insurance does not apply to any product withdrawal expenses in connection with goods or products located at any premises, site or location which is or was at any time used for the handling, storage, disposal, processing or treatment of waste.		

Exclusions (continued)			
×	This insurance does not apply to any product withdrawal expenses in connection with any willful violation of any statute, regulation, ordinance or other law, or any governmental directive or order.		
	With respect to the coverages titled Product Expenses and Crisis Assistance Expenses, the following conditions are added:		
	There can be no abandonment of property to us unless we specifically agree to such abandonment in writing,		
Duties In The Crisis Evant	You must see to it that within forty-eight (48) hours of a crisis event that would be expected by the insured , or from the standpoint of a reasonable person in the circumstances of the insured , to result in damages to which this insurance would apply that we are notified of such event.		
	nunca de ala instints;		
	 when and where the crisis event took place; 		
	 the names and addresses of any injured persons and witnesses; 		
	 the nature and location of any injury in dimension manner and 		
	 the reason why the crisis event is likely to involve injury or damage to which this insurance applies. 		
	Any limitation in any condition with respect to voluntary payments does not apply to the coverage titled Crisis Assistance Expenses, unless such payment is one that requires our consent as specified in the definition titled crisis assistance expenses .		
	The insured must give us immediate written notice upon discovery, or upon notification by a governmental organization, that an insured product has a defect which makes it necessary to regain control over any covered products .		
	All insureds must immediately make every reasonable effort consignment or other distribution of any:		
	covered products which are known or suspected to have a defect;		
	kindred goods or products until those goods or products do not have defects.		
	As often as we reasonably require,		
	permit us to inspect and make copies of records which support withdrawal expenses claimed;		
	cooperate with us in the investigation or settlement		
	permit us to examine any person under oath, outside the presence of any other person and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including any insured 's books and records. In the event of an examination, answers of the person we examine must be signed.		

CHUBB:	Liability Insurance
	Endorsament
Duties In The Defect	Within ninety (90) days after any insured 's report of a defect to us, such insured must it that we are sent a sworn written statement containing the following information:
(continued)	copy of any written notification from a governmental organization direction that control be regained over covered products;
	documentation that supports your decision to regain control over my goods or envered products;
	a complete description and proof of the defect, including its cause;
	a listing that identifies the applicable covered products, a studio was two numbers, serial numbers and dates of manufacture; and
	an itemized estimate of the product withdrawal
	In making any loss determination under this insurance we will information, including:
	 records and accounting procedures;
	 invoices and other yourbers.
	be determined trund on:
	expenses which exceed normal magnitudes painted
	other necessary expenses which reduce product withdrawal would have been incurred.
	We will deduct from the total of such expenses the salvage value that remains of any property bought for temporary use in connection with regaining control over covered products.
	We will reimburse the insured for covered product withdrawal expenses within thirty (30) days after we receive the sworn written statement, as described under the condition titled Duties In The Event Of Discovery Of A Defect, if all insureds have complied with all of the terms of this insurance, and we have reached an agreement on the amount of loss.
	This insurance is for the benefit other person or organization may benefit from it.

Conditions (continued) If any insured has other insurance covering loss which is also covered by this insurance, we will only reimburse the insured, or will pay for the amount of loss, to which this insurance applies, in excess of the amount due from that other insurance, whether collectible or not. This provision dues not apply to insurance negotiated specifically to apply in excess of this insurance. All insureds must take all reasonable steps to minimize product withdrawal crisis assistance expenses. With respect to the coverage titled Product marks trafficklose the following definitions are added. Cowmed Products goods or products which incorporate an insured product as a container, part or ingredient and from which the insured product cannot practically be removed; which are in the possession of a person or organization, other than an insured, the insured discovers a defect to which this insurance applies. Medeci como po aconti intended by any interred: a reasonable person in the circumstances of the insured arises out of the conduct or person or organization acting on behalf of any insured; and or presence a substantial literalization country. alleged or threatened condition grising out production produces



Product Withdrawal Expenses (continued)



- cost or expense of inspecting, adjusting or repairing any covered product or any other property;
- replacements thereof or of any other property;
- refund to any person or organization, refund; or
- cost or expense in connection with the realization, maintenance or recovery of market goodwill, reputation, revenue or profit.

With respect to the coverage titled Crisis Assistance Expenses, under Definitions the following definitions are added.

Crisis Assistanca Expenses

Crisis assistance expenses means the following expenses incurred by the insured during a crisis event to which this insurance applies which are directly attributable to a crisis event:

- expenses to secure the scene of a crisis event;
- fees charged by a crisis assistance service provider for professional
- or related service exponses;
- or gitef counseling expenses;
- temperary living expenses;
- •
- any other expenses approved by us.

Crisis Assistance Service Provider

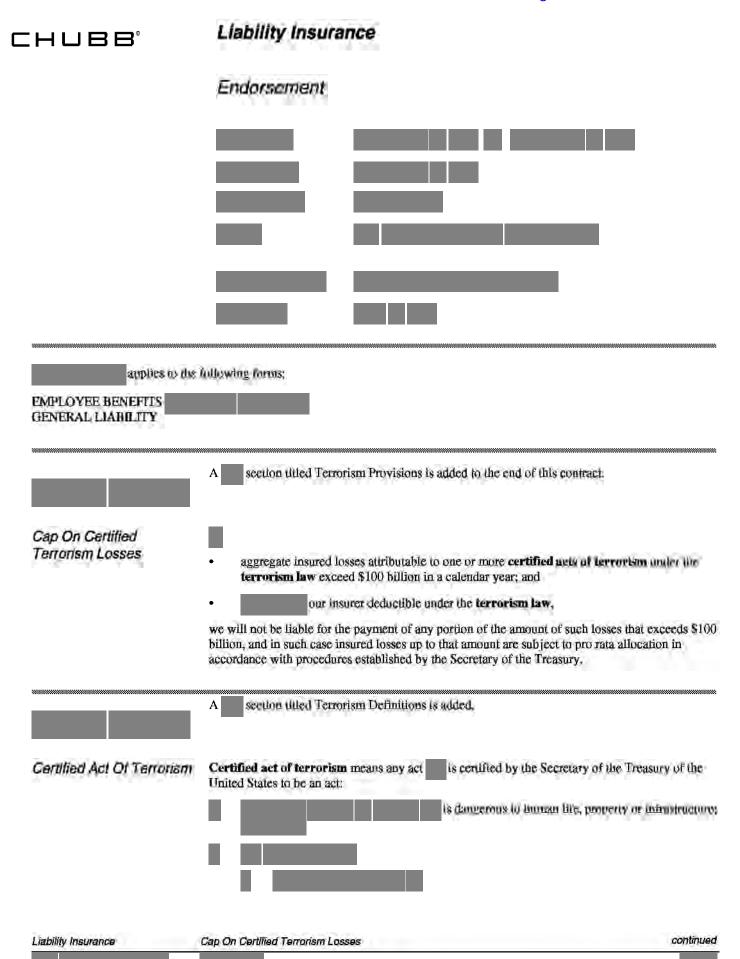
Crisis assistance service provider means any crisis management firm or service provider with crisis management capabilities that is hired by you, provided such firm or service provider is not you or any of your employees or directors, managers, officers, partners or workers (whether or not any of the foregoing is an employee).

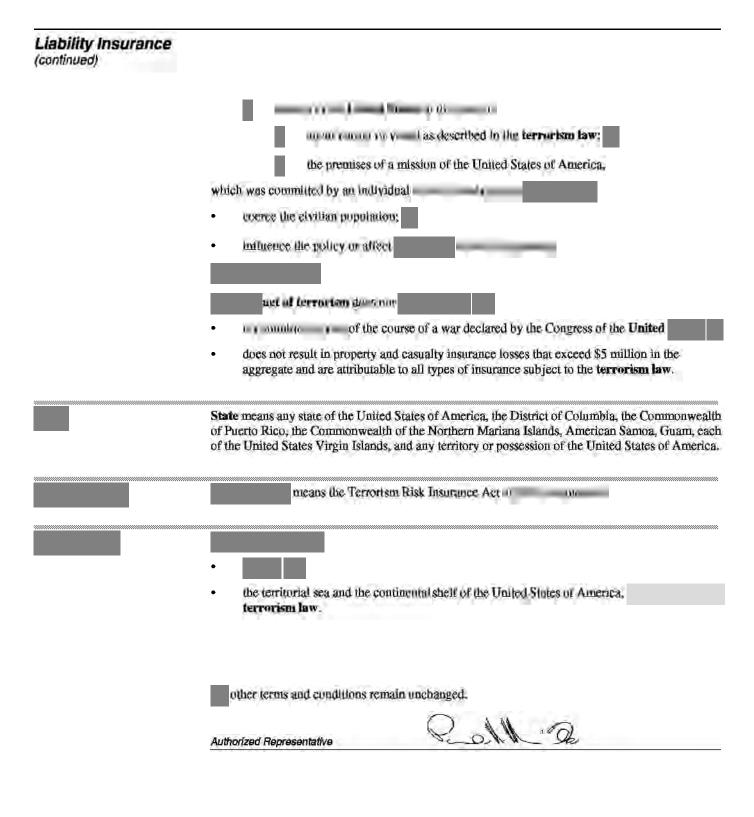
We do not provide or make any representations or warranties in connection with the services provided by firms hired by you.

Crisis event means an event you reasonably believe has resulted,

- damages to which this insurance applies;
- •

CHUBB	Liability Insurance
	Endorsement
Definitions (cantinued)	
	Кеу евесийче пісная кош:
	Chief Executive Officer, Chini Oprinjung Dittern. equivalents;
	 director or manager (if you are a limited liability company);
	 member (if you are a parmership), partner (if you are a parmership),
	adi v o livanon
	Expenses Aggregate Limit:
	Crisis Assistance Expenses Aggregate Limit;
	other terms and conditions remain unchanged.
	Authorized Representative

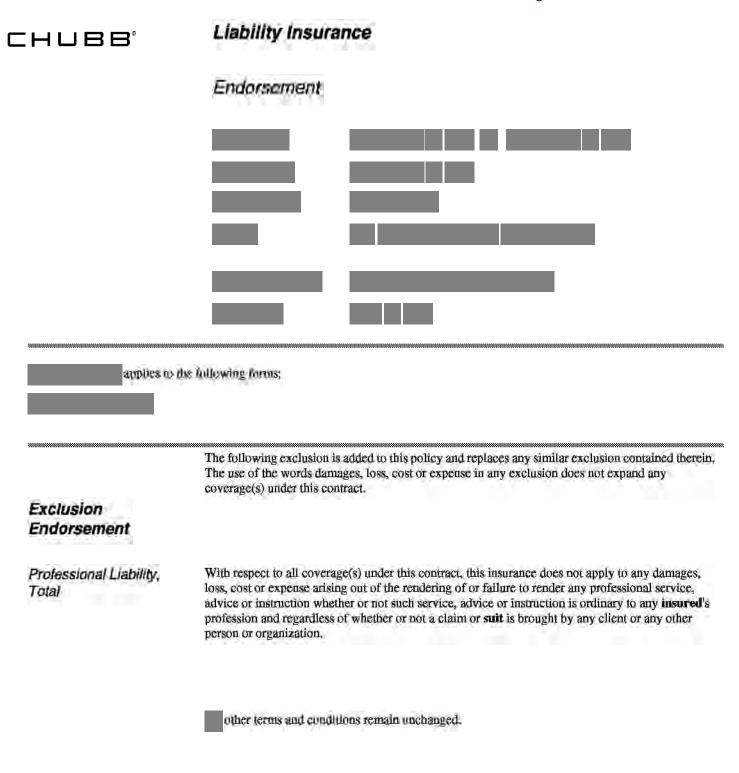




Liability Insurance

Cap On Certified Terrorism Losses

last page



Liability Insurance

Exclusion - Professional Liability, Total

Authorized Representative

last page



The following section, titled Deductibles, is added to the forms described above and replaces any applicable deductible provisions contained therein.

Basis And Amounts Deductibles

As used in this endorsement, words and phrases that appear in "quotation marks" have special meanings as described in the Deductible Definitions provision of this endorsement.

The provisions of this Deductible section apply to the Coverages as indicated in the Declarations and this endorsement. Each Deductible applies separately from and in addition to any other Deductible.

If the applicable Deductible is indicated to apply on the basis of:

- Each Claim, then the amount of the Deductible applies separately to the sum of amounts
 described in the provision titled Deductible Obligations, in connection with loss allocable to
 each separate person and organization that arises out of each separate "event,"
- Each "Event," then the amount of the Deductible applies separately to the sum of amounts
 described in the provision titled Deductible Obligations, in connection with loss that arises out
 of each separate "event."

Rediction mount

starting with the beginning of the policy period shown in the Declarations, apply separately to each consecutive annual period and to any remaining period and to any extension period.

Liability Insurance Deductibles continued

Liability Endorsement (continued)

will not be less than the amounts as indicated in the Declarations and this endorsement, regardless of whether this insurance (or this endorsement) is:

issued for a policy period of less than twelve (12)

terminated before the end of the policy period shown in the Declarations for any reason.

Deductible Obligations (Excess And Reimbursement)

This insurance applies to amounts in excess of Deductibles, and ultimately you are obligated for amounts within Deductibles, regardless of whether we pay or incur amounts within Deductibles.

Deductibles apply to the amounts first paid or incurred for "damages/loss" and "deductible expenses" (to which this insurance would apply but for the Deductible) as such amounts are first paid or incurred.

If we pay or incur any "damages/loss" or "deductible expenses" within any Deductible, then you must promptly reimburse us for all such "damages/loss" and "deductible expenses." Regardless of whether we pay any "damages/loss," you must promptly reimburse us for all "deductible expenses" within any Deductible.

There is no aggregate limit applicable to your Deductible Obligations, and you must promptly pay or reimburse all amounts described in this provision regardless of the number of losses.

The first named insured shown in the Declarations agrees, and is authorized, to promptly reimburse us for any and all reimbursable amounts (relative to this insurance or any other insurance issued by us or an affiliate of ours including any antecedent insurance). Each named insured is jointly and severally liable for any and all such amounts.

Failure to promptly reimburse us (relative to this insurance or any other insurance issued by us or an affiliate of ours including any antecedent insurance) shall be deemed an event of nonpayment of premium.

Investigation, Defense, Settlements And Rights Of Recovery

Regardless of the application of any Deductible:

the terms and conditions of this insurance continue to apply, including those with respect

our rights to investigate any claim or "event" and to make any settlements;

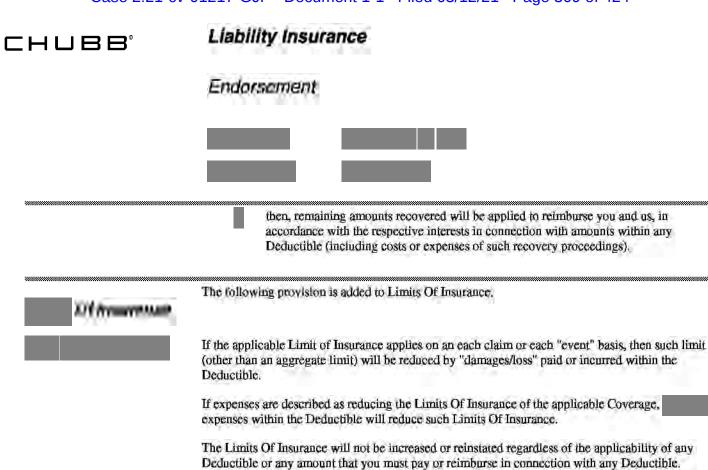
the insured's duties in the event

we may, at our discretion, initiate or participate in an appeal may result in a payment under this insurance.

our rights of recovery against others combon to apply, apportioned as follows:

first, we shall receive all amounts recovered until we have been fully reimbursed for all amounts we have paid or incurred (including costs or expenses of such recovery proceedings) in connection with amounts that exceed any Deductible.

Liability Insurance Deductibles continued



As used in this endorsement, the following words and phrases have special membry as described below.

Deductible Definitions

"Dimmogran/itroen?"

"Damages/loss" refers to damages or other indemnity as described under the applicable Coverage, other than "deductible expenses." Deductibles applying to bodily injury include damages and any medical expenses.

Liability Insurance Deductibles continued

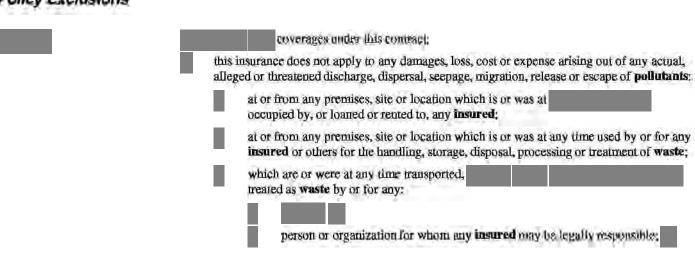
Liability Endorsement (continued)	
	"Deductible expenses" refers to the following expenses as described under the applicable insurance:
	attorney and paralegal fees and salaries (including those of attorneys and paralegals who are our employees).
	expenses relating to a suit, including the cost research reports and depositions,
	appeal judgments (in connection with the initiation and continuation of an appeal agreed to by us); or
	to be a file to the
	and expense of any Investigation that
	other reasonable expenses that we allocate to a specific claim or "event,"
	"Event" refers to an occurrence, or other cause of loss as described under the applicable Coverage.
	other terms and conditions remain unchanged.
	Authorized Representative

Liability Insurance Deductibles last page



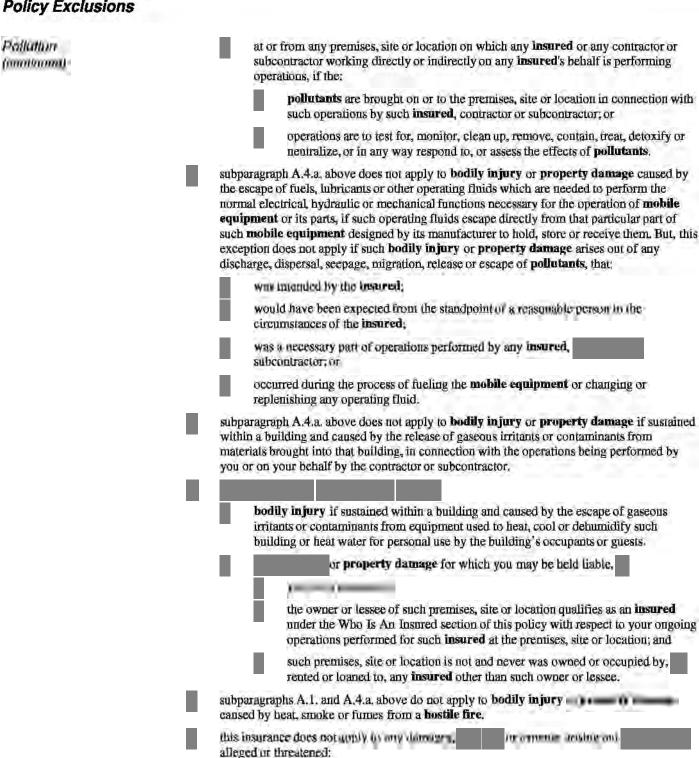
use of the words damages, loss, cost or expense in any exclusion does not expand any coverages under this contract.

Policy Exclusions



Liability Insurance Exclusion - Pollution continued

Policy Exclusions



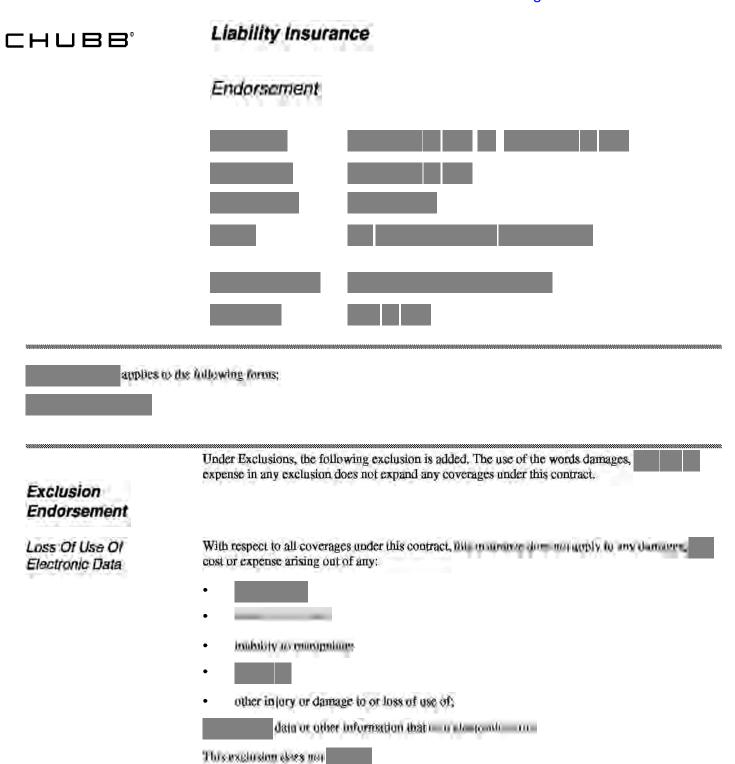
Exclusion - Pollution Liability Insurance continued

any way respond to, or assess the effects of pollutants; or

demand, order, request or regulatory or statutory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in

CHUBB [®]	Liability Insurance		
	Endorsament		
Policy Exclusions			
Palktlim (matama)	claim or proceeding by or on behalf of a governmental authority or others for any damages, loss, cost or expense because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants .		
	paragraph F. above does not apply to the liability for damages, for property damage , that the insured would have in the absence of such demand, order, request or regulatory or statutory requirement, or such claim or proceeding by or on behalf of a governmental authority.		
	this exclusion does not apply to the liability for damages, for property damage , to a premises while rented to you or temporarily occupied by you with the permission of the owner and caused by a hostile fire , explosion, smoke or leakage from fire protective equipment.		
	this exclusion applies regardless of whether or not the pollution was accidental, gradual, intended, preventable or sudden.		
	As used in this endorsement, the following words or phrases have the special normalizational below.		
	Waste includes materials to be recycled, reconditioned or reclaimed.		
	other terms and conditions remain unchanged.		
	Authorized Representative		

Liability Insurance Exclusion - Pollution last page



inducy to tangible property, including resulting loss of use of that

Liability Insurance

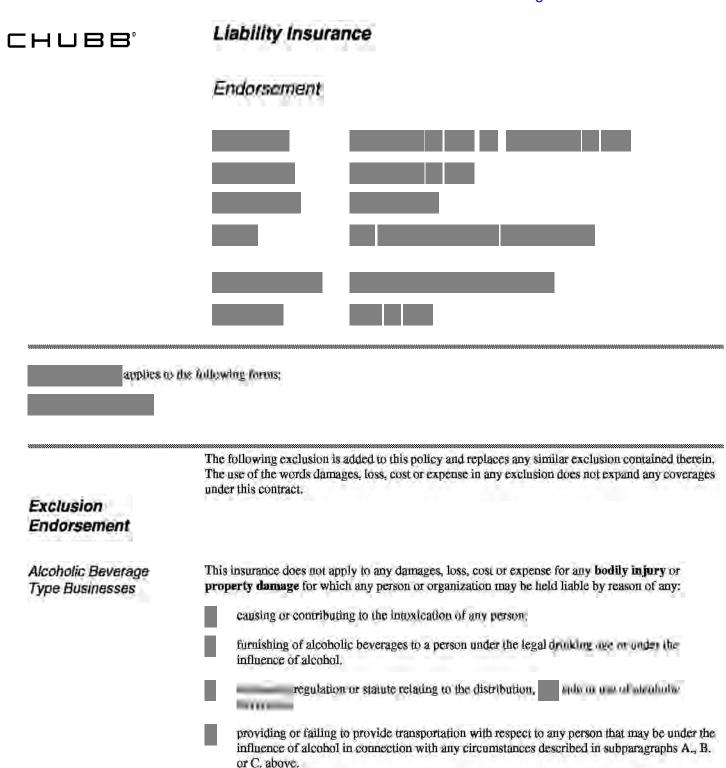
Exclusion - Loss Of Use Of Electronic Data

continued

Liability	Endorsement	i .
(continued)		
100,100,000,		

other terms and conditions remain unchanged.

Authorized Representative



This exclusion applies only if you are in the business of manufacturing, or furnishing alcoholic beverages.

For the purposes of this exclusion, consumption of alcoholic beverages brought on your premises (whether or not a fee is charged or a license is required for such activity) will not be deemed, in itself, to constitute the business of furnishing, selling or serving alcoholic beverages.

Liability Insurance

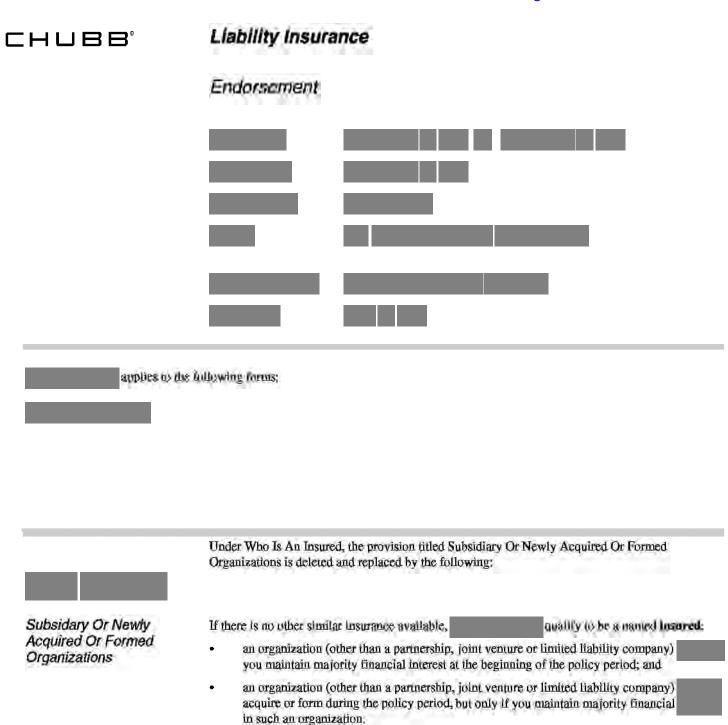
Exclusion - Alcoholic Beverage Type Businesses

continued

Liability	Endorsement
(continued)	

other terms and conditions remain unchanged.

Authorized Representative



Broadcasters continued

Under Advertising Injury/Personal Injury Exclusions, the exclusion titled Media Type Businesses is deleted and replaced by the following:

This insurance does not apply to advertising injury or personal injury arising out of an offense committed by an insured whose business is advertising, cablecasting, publishing, telecasting or telemarketing.

This regulation does not apply to advertising injury or personal injury arising out of an offense committed by an insured whose business is advertising, cablecasting, publishing, telecasting or telemarketing.

This regulation does not apply to advertising injury or personal injury arising out of an offense committed by an insured whose business is advertising, cablecasting, publishing telecasting or telemarketing.

Policy Exclusions

Broadcast Communications

Advertising

Exclusions

Injury/Personal Injury

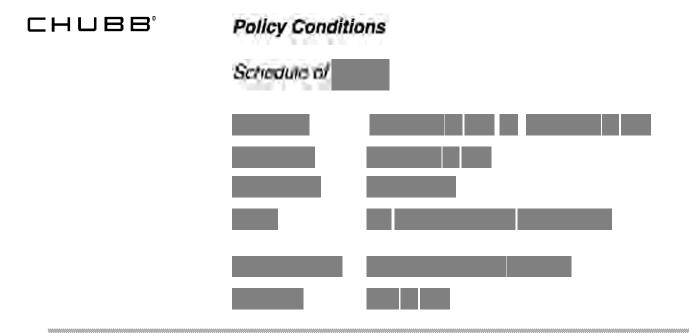
This insurance does not apply to **bodily injury**, **property damage**, **advertising injury** or **personal injury** arising out of broadcasting of matter over radio, television, cable, computer or other broadcasting facilities.

other terms and conditions remain unchanged.



Broadcasters last page

Policy Conditions Section



The following is a schedule of forms issued as of the date shown above;

Form Number	Edition Date	Form Name	Effective Date	Date Issued
80-02-9001	6-98	HOW TO REPORT A LOSS	09/30/19	07/10/19
80-02-9090	6-05	COMMON POLICY CONDITIONS	09/30/19	07/10/19
80-10-9113	4-09	IMPORTANT NOTICE	09/30/19	07/10/19
80-02-9301	2-98	NAMED INSURED	09/30/19	07/10/19
80-02-9739	8-03	PENNSYLVANIA MANDATORY-CANCELLATION TERMS	09/30/19	07/10/19
80-02-9790	3-12	COND - CIVIL UNIONS OR DOMESTIC PARTNERSHIPS	09/30/19	07/10/19
80-02-9800	12-08	INSURING AGREEMENT	09/30/19	07/10/19
99-10-0460	2-97	DIRECT BILL NOTICE	09/30/19	07/10/19
99-10-0732	1-15	NOTICE TO POLICYHOLDERS-TRIPRA	09/30/19	07/10/19
99-10-0792	9-04	IMPORTANT NOTICE - OFAC	09/30/19	07/10/19
99-10-0872	6-07	AOD POLICYHOLDER NOTICE	09/30/19	07/10/19

Саниши The following Conditions are included under each part uniasa anund egiretyuan, Audit Of Books We may audit your books and records as they relate to this insurance at any three through the arm of this policy and up to three years afterwards. Records The first named insured may cancel this policy or any of its individual coverages at any time by sending us a written request or by returning the policy and stating when thereafter cancellation is to take effect. We may cancel this policy or any of its individual coverages at any time by sending to the first named insured a notice 60 days (20 days in the event of non-payment of premium) in advance of the cancellation date. Our notice of cancellation will be mailed to the first named insured's last known address, and will indicate the date on which coverage is terminated. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice. The earned premium will be computed on a pro rate basis. Any uncurred premium will as soon as practicable. This policy can only be changed by a written endorsement that becomes part endorsement must be signed by one of our authorized representatives. We have no duty to provide coverage under this policy unless you and any other involved insured have fully complied with all of the terms and conditions of the policy. Compliance With This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance. Applicable Trade Sanctions Conformance Any terms of this insurance which are in conflict with the applicable statutes of the State in which this policy is issued are amended to conform to such statutes. First Named Insured The person or organization first named in the Declarations is primarily responsible for payment of all premiums. The first named insured will act on behalf of all other named insureds for the giving and receiving of notice of cancellation or nonrenewal and the receiving of any return premiums that become payable under this policy. make inspections and surveys at give you reports on the conditions we find;

o-annound element,

Inspections (continued)

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

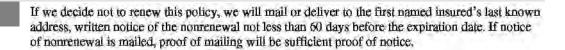
- This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations for us.

Titles Of Paragraphs

The titles of the various paragraphs of this policy and endorsements, if any, attached to this policy are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

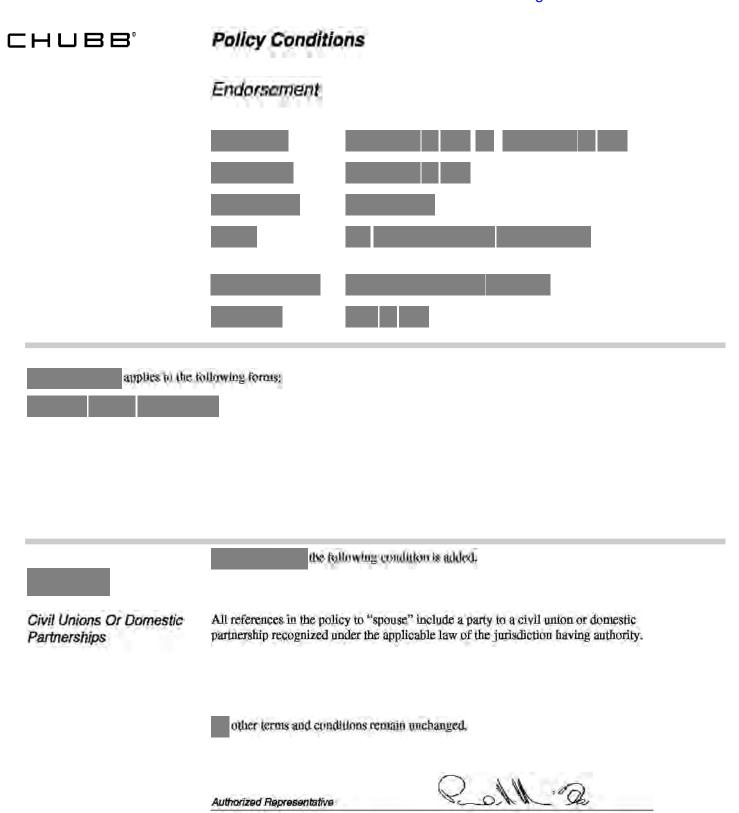
Transfer Of Rights Duties

Your rights and duties under this insurance may not be transferred without our written consent. However, if you die, then your rights and duties will be transferred to your legal representative, only while acting within the scope of duties as your legal representative, or to anyone having temporary custody of your property until your legal representative has been appointed.



Policy Conditions Section

Endorsements



CHUBB°	6 and Warra
	Endorsement.
	The following changes are made as respects exposures in the state of Pennsylvania.
	Under Conditions, the provisions titled Cancellation and When We Do Not and replaced by the following:
	This endorsement does not apply to coverage provided by Commercial Dishonesty Coverage.
	The first Named Insured shown in the Declarations may cancel this miller by writing or giving notice of cancellation.
	We may cancel this policy by mailing or delivering to the first Named Insured written
	notice of cancellation at least 30 days before the effective date of cancellation.
	If this policy has been in effect for 60 days or more or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:
	You have made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 days

Policy Conditions Pennsylvania Mandatory continued

before the effective date of cancellation.

Cancellation (continued)

- You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit, Notice of cancellation will be mailed at least 15 days before the effective date of cancellation.
- A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability has become known during the policy period. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- Material failure to comply with policy terms, conditions or contractual duties.

 Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

This policy may also be canceled from inception upon discovery that the policy was obtained through fraudulent statements, omissions or concealment of facts material to the acceptance of the risk or to the hazard assumed by us.

- We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the specific reasons for cancellation. At your request, we will provide loss information for the last 3 years of the policy.
- Notice of cancellation will state the effective date of cancellation. The tradity of the light will end on that date:
- If this policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata and will be returned within 10 business days after the effective date of cancellation. If the first Named Insured cancels, the refund may be less than pro rata and will be returned within 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.
- If notice is mailed, have possess in a proof of notice.

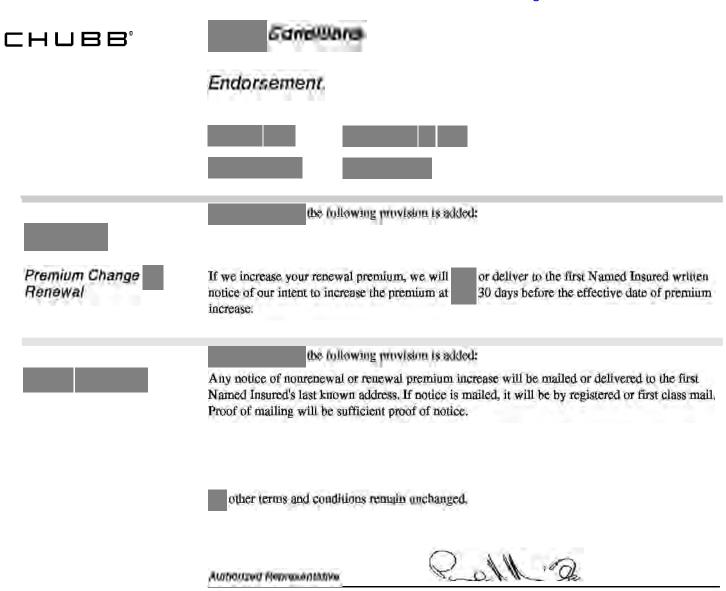
Nonrenewal

If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the specific reasons for nonrenewal, to the first Named Insured at least 60 days before the expiration date of the policy. Written notice of nonrenewal will state the specific reasons for nonrenewal. At your request, we will provide loss information for the last 3 years of the policy.

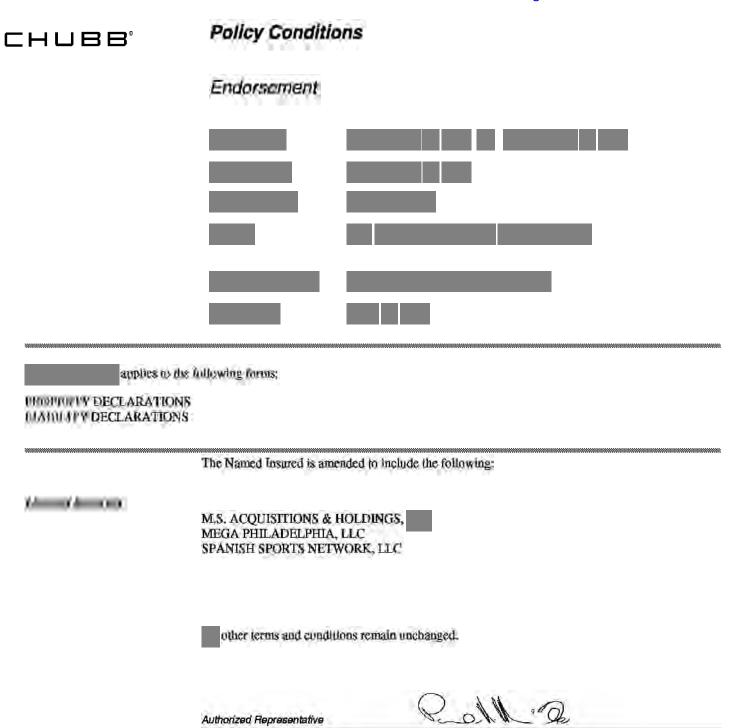
Policy Conditions

Pennsylvania Mandatory

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Policy Conditions Pennsylvania Mandatory last page



Policy Conditions Named Insured last page

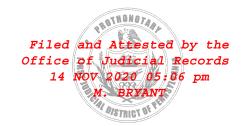


EXHIBIT 2



PROCLAMATION OF DISASTER EMERGENCY

March 6, 2020

WHEREAS, a novel coronavirus (now known as "COVID-19") emerged in Wuhan, China, began infecting humans in December 2019, and has since spread to 89 countries, including the United States; and

WHEREAS, the World Health Organization and the Centers for Disease Control and Prevention ("CDC") have declared COVID-19 a "public health emergency of international concern," and the U.S. Department of Health and Human Services ("HHS") Secretary has declared that COVID-19 creates a public health emergency; and

WHEREAS, the Commonwealth of Pennsylvania ("Commonwealth") has been working in collaboration with the CDC, HHS, and local health agencies since December 2019 to monitor and plan for the containment and subsequent mitigation of COVID-19; and

WHEREAS, on February 1, 2020, the Commonwealth's Department of Health activated its Department Operations Center at the Pennsylvania Emergency Management Agency's headquarters to conduct public health and medical coordination for COVID-19 throughout the Commonwealth; and

WHEREAS, on March 4, 2020, the Director of the Pennsylvania Emergency Management Agency ordered the activation of its Commonwealth Response Coordination Center in support of the Department of Health's Department Operations Center, to maintain situational awareness and coordinate the response to any potential COVID-19 impacts across the Commonwealth; and

WHEREAS, as of March 6, 2020, there are 233 confirmed and/or presumed positive cases of COVID-19 in the United States, including 2 presumed positive cases in the Commonwealth; and

WHEREAS, while it is anticipated that a high percentage of those affected by COVID-19 will experience mild influenza-like symptoms, COVID-19 is a disease capable of causing severe symptoms or loss of life, particularly to older populations and those individuals with pre-existing conditions; and

WHEREAS, it is critical to prepare for and respond to suspected or confirmed cases in the Commonwealth and to implement measures to mitigate the spread of COVID-19; and

WHEREAS, with 2 presumed positive cases in the Commonwealth as of March 6, 2020, the possible increased threat from COVID-19 constitutes a threat of imminent disaster to the health of the citizens of the Commonwealth; and

WHEREAS, this threat of imminent disaster and emergency has the potential to cause significant adverse impacts upon the population throughout the Commonwealth; and

WHEREAS, this threat of imminent disaster and emergency has already caused schools to close, and will likely prompt additional local measures, including affected county and municipal governments to declare local disaster emergencies because of COVID-19; and

WHEREAS, this threat of imminent disaster and emergency situation throughout the Commonwealth is of such magnitude and severity as to render essential the Commonwealth's supplementation of emergency resources and mutual aid to the county and municipal governments of this Commonwealth and to require the activation of all applicable state, county, and municipal emergency response plans.

NOW THEREFORE, pursuant to the provisions of Subsection 7301(c) of the Emergency Management Services Code, 35 Pa. C.S. § 7101, et seq., I do hereby proclaim the existence of a disaster emergency throughout the Commonwealth.

FURTHER, I hereby authorize the Pennsylvania Emergency Management Agency Director or his designee, to assume command and control of all statewide emergency operations and authorize and direct that all Commonwealth departments and agencies utilize all available resources and personnel as is deemed necessary to cope with this emergency situation.

FURTHER, I hereby transfer up to \$5,000,000 in unused appropriated funds to the Pennsylvania Emergency Management Agency for Emergency Management Assistance Compact expenses related to this emergency, to be decreased as conditions require, pursuant to the provisions of section 7604(a) of the Emergency Management Services Code, 35 Pa. C.S. § 7604(a). In addition, I hereby transfer up to \$20,000,000 in unused appropriated funds, to be decreased as conditions require, to the Pennsylvania Emergency Management Agency pursuant to section 1508 of the Act of April 9, 1929 (P.L.343, No. 176) (the Fiscal Code), 72 P.S. § 1508. The aforementioned funds shall be used for expenses authorized and incurred related to this emergency. These funds shall be credited to a special account established by the Office of the Budget. I hereby direct that any funds transferred herein that remain unused after all costs related to this emergency have been satisfied shall be returned to the General Fund.

FURTHER, All Commonwealth agencies purchasing supplies or services in response to this emergency are authorized to utilize emergency procurement procedures set forth in Section 516 of the Commonwealth Procurement Code, 62 Pa. C.S. § 516. This Proclamation shall serve as the written determination of the basis for the emergency under Section 516.

FURTHER, I hereby suspend the provisions of any regulatory statute prescribing the procedures for conduct of Commonwealth business, or the orders, rules or regulations of any Commonwealth agency, if strict compliance with the provisions of any statute, order, rule or regulation would in any way prevent, hinder, or delay necessary action in coping with this emergency. Commonwealth agencies may implement emergency assignments without regard to procedures required by other laws, except mandatory constitutional requirements, pertaining to performance of public work, entering into contracts, incurring of obligations, employment of temporary workers, rental of equipment, purchase of supplies and materials, and expenditures of public funds.

FURTHER, pursuant to the powers vested in me by the Constitution and laws of the Commonwealth pursuant to 51 Pa. C.S. § 508, I hereby authorize the Adjutant General of Pennsylvania to place on state active duty for the duration of the emergency disaster proclamation, such individuals and units of the Pennsylvania National Guard, for missions designated by the Pennsylvania Emergency Management Agency, as are needed to address the consequences of the aforementioned emergency.

FURTHER, I authorize the Commissioner of the Pennsylvania State Police to use all available resources and personnel in whatever manner he deems necessary during this emergency to assist the actions of the Pennsylvania Emergency Management Agency in addressing the consequences of the emergency.

FURTHER, I hereby authorize the Secretary of the Pennsylvania Department of Health, in her sole discretion, to suspend or waive any provision of law or regulation which the Pennsylvania Department of Health is authorized by law to administer or enforce, for such length of time as may be necessary to respond to this emergency.

FURTHER, I hereby authorize the Secretary of the Pennsylvania Department of Education, in his sole discretion, to suspend or waive any provision of law or regulation which the Pennsylvania Department of Education is authorized by law to administer or enforce, for such length of time as may be necessary to respond to this emergency.

FURTHER, if investigations made on my behalf determine that the Commonwealth needs greater flexibility in the application of state and federal motor carrier regulations to accommodate truck drivers involved in emergency activities during this emergency, I hereby direct the Commonwealth Department of Transportation to waive or suspend any laws or federal or state regulations related to the drivers of commercial vehicles.

FURTHER, I hereby direct that the applicable emergency response and recovery plans of the Commonwealth, counties, municipalities and other entities be activated as necessary and that actions taken to implement those plans be coordinated through the Pennsylvania Emergency Management Agency.

STILL FURTHER, I hereby urge the governing bodies and executive officers of all political subdivisions affected by this emergency to act as necessary to meet the current exigencies as legally authorized under this Proclamation, namely, by the employment of temporary workers, by the rental of equipment, and by entering into such contracts and agreements as may be required to meet the emergency, all without regard to those time consuming procedures and formalities normally prescribed by law, mandatory constitutional requirement excepted.



GIVEN under my hand and the Seal of the Governor, at the City of Harrisburg, this sixth day of March in the year of our Lord two thousand twenty, and of the Commonwealth the two hundred and forty fourth.

TOM WOLF Governor



EXHIBIT 3

EXECUTIVE ORDER NO. 103

WHEREAS, Coronavirus disease 2019 ("COVID-19") is a contagious, and at times fatal, respiratory disease caused by the SARS-CoV-2 virus; and

WHEREAS, COVID-19 is responsible for the 2019 novel coronavirus outbreak, which was first identified in Wuhan, the People's Republic of China in December 2019 and quickly spread to the Hubei Province and multiple other countries; and

WHEREAS, symptoms of the COVID-19 illness include fever, cough, and shortness of breath, which may appear in as few as two or as long as 14 days after exposure, and can spread from person to person via respiratory droplets produced when an infected person coughs or sneezes; and

WHEREAS, on January 30, 2020, the International Health Regulations Emergency Committee of the World Health Organization declared the outbreak a "public health emergency of international concern," which means "an extraordinary event which is determined to constitute a public health risk to other States through the international spread of disease and to potentially require a coordinated international response," and thereafter raised its global risk assessment of COVID-19 from "high" to "very high"; and

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency for the United States to aid the nation's healthcare community in responding to COVID-19; and

WHEREAS, as of March 9, 2020, according to the Centers for Disease Control and Prevention ("CDC"), there were more than 114,000 confirmed cases of COVID-19 worldwide, with over 4,000 of those cases having resulted in death; and

WHEREAS, as of March 9, 2020, there were more than 500 confirmed cases of COVID-19 in the United States, with 22 of those cases having resulted in death; and

WHEREAS, as of March 9, 2020, there were 11 presumed positive cases of COVID-19 in New Jersey, with 24 additional "Persons Under Investigation" spread across the counties of Bergen, Camden, Cumberland, Essex, Hunterdon, Middlesex, Monmouth, Passaic, Union, and Sussex; and

WHEREAS, as of March 9, 2020, there were 142 positive cases of COVID-19 in the State of New York and seven presumptive positive cases in the Commonwealth of Pennsylvania; and

WHEREAS, the CDC expects that additional cases of COVID-19 will be identified in the coming days, including more cases in the United States, and that person-to-person spread is likely to continue to occur; and

WHEREAS, if COVID-19 spreads in New Jersey at a rate comparable to the rate of spread in other affected areas, it will greatly strain the resources and capabilities of county and municipal governments, including public health agencies, that provide essential services for containing and mitigating the spread of contagious diseases, such as COVID-19, and the situation may become too large in scope to be handled in its entirety by the normal county and municipal operating services in some parts of this State, and this situation may spread to other parts of the State; and

WHEREAS, the spread of COVID-19 may make it difficult or impossible for citizens to obtain consumer goods and other necessities of life due to supply chain disruption and price increases, as well as hamper the delivery of essential services such as police, fire, and first aid; and

WHEREAS, the State's public bidding act, $\underline{\text{N.J.S.A.}}$ 52:34-6 et seq., provides a public exigency exemption, $\underline{\text{N.J.S.A.}}$ 52:34-10(b), that in the event of a threat to the life, health, or safety to the public, advertised bidding is not required to obtain those

goods and services necessary to address the public exigency where the Division of Purchase of Property provides preapproval in accordance with Treasury Circular 18-14-DPP; and

WHEREAS, in the event of a declared emergency pursuant to Treasury Circular 19-10-DPP, the threshold for delegated purchasing by individual State Departments is raised to \$100,000 such that purchases at or below that amount do not require prior approval or action by DPP; and

WHEREAS, the spread of COVID-19 may disrupt the timely delivery of State contracted goods or services, the immediate delivery and fulfillment of which is necessary for the life, safety, or health of the public; and

WHEREAS, the State of New Jersey has been working closely with the CDC, local health departments, and healthcare facilities to monitor, plan for and mitigate the spread of COVID-19 within the State; and

WHEREAS, through Executive Order No. 102, which I signed on February 3, 2020, I created the State's Coronavirus Task Force, chaired by the Commissioner of the New Jersey Department of Health ("DOH"), in order to coordinate the State's efforts to appropriately prepare for and respond to the public health hazard posed by COVID-19; and

WHEREAS, it is critical to prepare for and respond to suspected or confirmed COVID-19 cases in New Jersey, to implement appropriate measures to mitigate the spread of COVID-19, and to prepare in the event of an increasing number of individuals requiring medical care or hospitalization; and

WHEREAS, the State of New Jersey also acts as an employer with tens of thousands of employees, and the spread of COVID-19 requires preparedness for staffing shortages and flexibility in work rules to ensure that its employees can fully comply with all

medically appropriate measures while also ensuring the continuous delivery of State services performed by Executive branch agencies; and

WHEREAS, the continuous delivery of services at the county and municipal level performed by those governments and their employees is also essential; and

WHEREAS, the spread of COVID-19 within New Jersey constitutes an imminent public health hazard that threatens and presently endangers the health, safety, and welfare of the residents of one or more municipalities or counties of the State; and

WHEREAS, it is necessary and appropriate to take action against this public health hazard to protect and maintain the health, safety, and welfare of New Jersey residents and visitors; and

WHEREAS, the facts as set forth above and consultation with the Commissioner of DOH confirms that there exists a public health emergency in the State; and

WHEREAS, New Jersey's Consumer Fraud Act, $\underline{\text{N.J.S.A.}}$ 56:8-107 et seq., prohibits excessive price increases during a declared state of emergency, or for 30 days after the termination of the state of emergency; and

WHEREAS, the Constitution and statutes of the State of New Jersey, particularly the provisions of N.J.S.A. 26:13-1 et seq., N.J.S.A. App. A: 9-33 et seq., N.J.S.A. 38A:3-6.1, and N.J.S.A. 38A:2-4 and all amendments and supplements thereto, confer upon the Governor of the State of New Jersey certain emergency powers;

NOW, THEREFORE, I, PHILIP D. MURPHY, Governor of the State of New Jersey, in order to protect the health, safety and welfare of the people of the State of New Jersey, DO DECLARE and PROCLAIM that a Public Health Emergency and State of Emergency exist in the State of New Jersey, and I hereby ORDER and DIRECT the following:

- 1. I authorize and empower the State Director of Emergency Management, who is the Superintendent of State Police, in conjunction with the Commissioner of DOH, to take any such emergency measures as the State Director may determine necessary, including the implementation of the State Emergency Operations Plan and directing the activation of county and municipal emergency operations plans, in order to fully and adequately protect the health, safety and welfare of the citizens of the State of New Jersey from any actual or potential threat or danger that may exist from the possible exposure to COVID-19. The State Director of Emergency Management, in conjunction with the Commissioner of DOH, is authorized to coordinate the relief effort from this emergency with all governmental agencies, volunteer organizations, and the private sector.
- 2. The State Director of Emergency Management, in conjunction with the Commissioner of DOH, shall also supervise and coordinate all activities of all State, regional and local political bodies and agencies in order to ensure the most effective and expeditious implementation of this order, and, to this end, may call upon all such agencies and political subdivisions for any assistance necessary.
- 3. Given the concurrent invocation of both a State of Emergency pursuant to N.J.S.A. App.A.:9-33 et seq. and a Public Health Emergency as contemplated by N.J.S.A. 26:13-1 et seq., I reserve the right as specifically contemplated by N.J.S.A. 26:13-3 to exercise the authority and powers specific to the Emergency Health Powers Act as I deem necessary and appropriate to ensure the public health for New Jersey's residents.
- 4. It shall be the duty of every person or entity in this State or doing business in this State and of the members of the governing body and every official, employee, or agent of every

political subdivision in this State and of each member of all other governmental bodies, agencies, and authorities in this State of any nature whatsoever, to cooperate fully with the State Director of Emergency Management and the Commissioner of DOH in all matters concerning this state of emergency.

- 5. The Coronavirus Task Force established under Executive Order No. 102 is continued with the Commissioner of DOH as the chair, and shall provide assistance on the State's efforts preparing for and responding to the public health hazard posed by COVID-19.
- 6. I authorize and empower the executive head of any agency or instrumentality of the State government with authority to promulgate rules to waive, suspend, or modify any existing rule, where the enforcement of which would be detrimental to the public welfare during this emergency, notwithstanding the provisions of the Administrative Procedure Act or any law to the contrary for the duration of this Executive Order, subject to my prior approval and in consultation with the State Director of Emergency Management and the Commissioner of DOH. Any such waiver, modification, or suspension shall be promulgated in accordance with N.J.S.A. App. A:9-45.
- 7. All State agencies, and specifically the Departments of Banking and Insurance, Health, Human Services, Education, and the Civil Service Commission are authorized to take appropriate steps to address the public health hazard of COVID-19, including increasing access and eliminating barriers to medical care, protecting the health and well-being of students, and protecting the health and well-being of State, county, and municipal employees while ensuring the continuous delivery of State, county, and municipal services.

- 8. I authorize and empower the State Director of Emergency Management, in conjunction with the Commissioner of DOH, to order the evacuation of all persons, except for those emergency and governmental personnel whose presence the State Director deems necessary, from any area where their continued presence would present a danger to their health, safety, or welfare because of the conditions created by this emergency.
- 9. I authorize and empower the State Director of Emergency Management, in conjunction with the Commissioner of DOH, to utilize all property, equipment, and facilities owned, rented, operated, and maintained by the State of New Jersey to house and shelter persons who may need to be evacuated from a residence, dwelling, building, structure, or vehicle during the course of this emergency.
- 10. I authorize and empower the Adjutant General, in accordance with N.J.S.A. 38A:2-4 and N.J.S.A. 38A:3-6.1, to order to active duty such members of the New Jersey National Guard who, in the Adjutant General's judgment, are necessary to provide aid to those localities where there is a threat or danger to the public health, safety, and welfare and to authorize the employment of any supporting vehicles, equipment, communications, or supplies as may be necessary to support the members so ordered.
- 11. In accordance with the N.J.S.A. App. A:9-34 and N.J.S.A. App. A:9-51, I reserve the right to utilize and employ all available resources of the State government and of each and every political subdivision of the State, whether of persons, properties, or instrumentalities, and to commandeer and utilize any personal services and any privately-owned property necessary to protect against this emergency.

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12. In accordance with N.J.S.A. App. A:9 40, no municipality, county, or any other agency or political subdivision of this State shall enact or enforce any order, rule, regulation, ordinance, or resolution which will or might in any way conflict with any of the provisions of this Order, or which will in any way interfere with or impede the achievement of the purposes of this Order.

13. In accordance with N.J.S.A. App. A:9-34, N.J.S.A. App. A:9-40.6, and N.J.S.A. 40A:14-156.4, no municipality or public or semipublic agency shall send public works, fire, police, emergency medical, or other personnel or equipment into any non-contiguous impacted municipality within this State, nor to any impacted municipality outside this State, unless and until such aid has been directed by the county emergency management coordinator or his or her deputies in consultation with the State Director of Emergency Management in conjunction with the Commissioner of DOH.

14. This Order shall take effect immediately and shall remain in effect until such time as it is determined by me that an emergency no longer exists.

GIVEN, under my hand and seal this 9th day of March,
Two Thousand and Twenty, and of the Independence of the United States, the Two Hundred and Forty-Fourth.

[seal] /s/ Philip D. Murphy

Governor

Attest:

/s/ Matthew J. Platkin

Chief Counsel to the Governor



EXHIBIT 4



PROCLAMATIONS

Proclamation on Declaring a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak

Issued on: March 13, 2020



In December 2019, a novel (new) coronavirus known as SARS-CoV-2 ("the virus") was first detected in Wuhan, Hubei Province, People's Republic of China, causing outbreaks of the coronavirus disease COVID-19 that has now spread globally. The Secretary of Health and Human Services (HHS) declared a public health emergency on January 31, 2020, under section 319 of the Public Health Service Act (42 U.S.C. 247d), in response to COVID-19. I have taken sweeping action to control the spread of the virus in the United States, including by suspending entry of foreign nationals seeking entry who had been physically present within the prior 14 days in certain jurisdictions where COVID-19 outbreaks have occurred, including the People's Republic of China, the Islamic Republic of Iran, and the Schengen Area of Europe. The Federal Government, along with State and local governments, has taken preventive and proactive measures to slow the spread of the virus and treat those affected, including by instituting Federal quarantines for individuals evacuated from foreign nations, issuing a declaration pursuant to section 319F-3 of the Public Health Service Act (42 U.S.C. 247d-6d), and releasing policies to accelerate the acquisition of personal protective equipment and streamline bringing new diagnostic capabilities to laboratories. On March 11, 2020, the World Health Organization announced that the COVID-19 outbreak can be characterized as a

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pandemic, as the rates of infection continue to rise in many locations around the world and across the United States.

The spread of COVID-19 within our Nation's communities threatens to strain our Nation's healthcare systems. As of March 12, 2020, 1,645 people from 47 States have been infected with the virus that causes COVID-19. It is incumbent on hospitals and medical facilities throughout the country to assess their preparedness posture and be prepared to surge capacity and capability. Additional measures, however, are needed to successfully contain and combat the virus in the United States.

NOW, THEREFORE, I, DONALD J. TRUMP, President of the United States, by the authority vested in me by the Constitution and the laws of the United States of America, including sections 201 and 301 of the National Emergencies Act (50 U.S.C. 1601 *et seq.*) and consistent with section 1135 of the Social Security Act (SSA), as amended (42 U.S.C. 1320b-5), do hereby find and proclaim that the COVID-19 outbreak in the United States constitutes a national emergency, beginning March 1, 2020. Pursuant to this declaration, I direct as follows:

Section 1. Emergency Authority. The Secretary of HHS may exercise the authority under section 1135 of the SSA to temporarily waive or modify certain requirements of the Medicare, Medicaid, and State Children's Health Insurance programs and of the Health Insurance Portability and Accountability Act Privacy Rule throughout the duration of the public health emergency declared in response to the COVID-19 outbreak.

<u>Sec. 2</u>. <u>Certification and Notice</u>. In exercising this authority, the Secretary of HHS shall provide certification and advance written notice to the Congress as required by section 1135(d) of the SSA (42 U.S.C. 1320b-5(d)).

<u>Sec. 3. General Provisions.</u> (a) Nothing in this proclamation shall be construed to impair or otherwise affect:

- (i) the authority granted by law to an executive department or agency, or the head thereof; or
- (ii) the functions of the Director of the Office of Management and Budget relating to budgetary, administrative, or legislative proposals.
- (b) This proclamation shall be implemented consistent with applicable law and subject to the availability of appropriations.
- (c) This proclamation is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

IN WITNESS WHEREOF, I have hereunto set my hand this thirteenth day of March, in the year of our Lord two thousand twenty, and of the Independence of the United States of America the two hundred and forty-fourth.

DONALD J. TRUMP

Case ID: 201101371



EXHIBIT 5



ORDER OF

THE GOVERNOR OF THE COMMONWEALTH OF PENNSYLVANIA

FOR INDIVIDUALS TO STAY AT HOME

WHEREAS, the World Health Organization and the Centers for Disease Control and Prevention ("CDC") have declared a novel coronavirus ("COVID-19") a "public health emergency of international concern," and the U.S. Department of Health and Human Services ("HHS") Secretary has declared that COVID-19 creates a public health emergency; and

WHEREAS, as of March 6, 2020, I proclaimed the existence of a disaster emergency throughout the Commonwealth pursuant to 35 Pa. C.S. § 7301(c); and

WHEREAS, I am charged with the responsibility to address dangers facing the Commonwealth of Pennsylvania that result from disasters. 35 Pa. C.S. § 7301(a); and

WHEREAS, in addition to general powers, during a disaster emergency I am authorized specifically to control ingress and egress to and from a disaster area and the movement of persons within it and the occupancy of premises therein. 35 Pa. C.S. § 7301(f); and

WHEREAS, in executing the extraordinary powers outlined above, I am further authorized during a disaster emergency to issue, amend and rescind executive orders, proclamations and regulations and those directives shall have the force and effect of law. 35 Pa. C.S. § 7301(b); and

WHEREAS, in addition to my authority, my Secretary of Health has the authority to determine and employ the most efficient and practical means for the prevention and suppression of disease. 71 P.S. § 532(a), 71 P.S. 1403(a); and

WHEREAS, these means include isolation, quarantine, and any other control measure needed. 35 P.S. § 521.5.

NOW THEREFORE, pursuant to the authority vested in me and my Administration by the laws of the Commonwealth of Pennsylvania, I do hereby ORDER and PROCLAIM as follows:

Section 1: Order to Stay at Home

All individuals residing in Allegheny County, Bucks County, Chester County, Delaware County, Monroe County, Montgomery County, and Philadelphia County are ordered to stay at home except as needed to access, support, or provide life sustaining business, emergency, or government services. For employees of life sustaining businesses that remain open, the following child care services may remain open: group and family child care providers in a residence; child care facilities operating under a waiver granted by the Department of Human Services Office of Child Development and Early Learning; and, part-day school age programs operating under an exemption from the March 19, 2020 business closure Orders.

A list of life sustaining businesses that remain open is attached to and incorporated into this Order. In addition, businesses that are permitted to remain open include those granted exemptions prior to or following the issuance of this Order.

Individuals leaving their home or place of residence to access, support, or provide life sustaining services for themselves, another person, or a pet must employ social distancing practices as defined by the Centers for Disease Control and Prevention. Individuals are permitted to engage in outdoor activities; however, gatherings of individuals outside of the home are generally prohibited except as may be required to access, support or provide life sustaining services as outlined above.

Enforcement of this Order will commence at 8:00 PM on Monday, March 23, 2020.

Section 2: Effective Date and Duration

This order is effective immediately and will remain in effect for a period of two weeks, specifically until April 6, 2020.



GIVEN under my hand and the Seal of the Governor, at the city of Harrisburg, on this twenty-third day of March two thousand twenty, the year of the commonwealth the two hundred and forty-fourth.

TOM WOLF

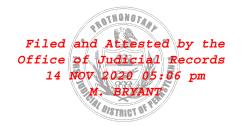


EXHIBIT 6

EXECUTIVE ORDER NO. 107

WHEREAS, through Executive Order No. 102 (2020), which I signed on February 3, 2020, I created the State's Coronavirus Task Force, chaired by the Commissioner of the New Jersey Department of Health ("DOH"), in order to coordinate the State's efforts to appropriately prepare for and respond to the public health hazard posed by Coronavirus disease 2019 ("COVID-19"); and

WHEREAS, in light of the dangers posed by COVID-19, I issued Executive Order No. 103 (2020) on March 9, 2020, the facts and circumstances of which are adopted by reference herein, which declared both a Public Health Emergency and State of Emergency; and

WHEREAS, in accordance with N.J.S.A. App. A:9-34 and -51, I reserved the right to utilize and employ all available resources of State government to protect against the emergency created by COVID-19; and

WHEREAS, in accordance with N.J.S.A App. A:9-40, I declared that, due to the State of Emergency, no municipality, county, or any agency or political subdivision of this State shall enact or enforce any order, rule, regulation, ordinance, or resolution which will or might in any way conflict with any of the provisions of my Executive Orders, or which will in any way interfere with or impede their achievement; and

WHEREAS, to further protect the health, safety, and welfare of New Jersey residents by, among other things, reducing the rate of community spread of COVID-19, I issued Executive Order No. 104 (2020) on March 16, 2020, the facts and circumstances of which are also adopted by reference herein, which established statewide social mitigation strategies for combatting COVID-19; and

WHEREAS, Executive Order No. 104 (2020) limited the scope of service and hours of operation for restaurants and certain retail establishments to balance the need to allow individuals to access food and other essential materials with the need to limit unnecessary person-to-person contact; and

WHEREAS, Executive Order No. 104 (2020) deemed a subset of businesses as "essential," including grocery/food stores, pharmacies, medical supply stores, gas stations, healthcare facilities, and ancillary stores within healthcare facilities, and it authorized the State Director of Emergency Management, who is the Superintendent of State Police, to make additions, amendments, clarifications, exceptions, and exclusions to that list; and

WHEREAS, Executive Order No. 104 (2020) made clear that such essential businesses may continue operating without limits on their scope of service or hours of operation, absent further amendments by the State Director of Emergency Management; and

WHEREAS, Executive Order No. 104 (2020) and subsequent Administrative Orders issued by the State Director of Emergency Management also placed restrictions on other businesses' scope of service and hours of operation, and also placed restrictions on the size of gatherings in the State; and

WHEREAS, as of March 20, 2020, according to the Centers for Disease Control and Prevention ("CDC"), there were more than 234,000 confirmed cases of COVID-19 worldwide, with over 9,800 of those cases having resulted in death; and

WHEREAS, as of March 20, 2020, there were more than 15,000 confirmed cases of COVID-19 in the United States, with at least 201 of those cases having resulted in death; and

WHEREAS, as of March 20, 2020, there were at least 890 positive cases of COVID-19 in New Jersey, with at least 11 of those cases having resulted in death; and

WHEREAS, social mitigation strategies for combatting COVID-19 require every effort to reduce the rate of community spread of the disease; and

WHEREAS, the CDC has advised that COVID-19 spreads most frequently through person-to-person contact when individuals are within six feet or less of one another; and

WHEREAS, as a result, the CDC has recommended that individuals practice "social distancing" to prevent community spread of the virus; and

WHEREAS, the CDC has defined social distancing as the practice of "remaining out of congregate settings, avoiding mass gatherings, and maintaining distance (approximately 6 feet or 2 meters) from others when possible"; and

WHEREAS, to mitigate community spread of COVID-19, it is necessary to limit the unnecessary movement of individuals in and around their communities and person-to-person interactions in accordance with CDC and DOH guidance; and

WHEREAS, the best way for New Jersey residents to keep themselves, their families, and their communities safe during the COVID-19 outbreak is to stay at home as much as possible; and

WHEREAS, as of March 15, 2020, the CDC recommends that for the next eight weeks, gatherings of 50 or more people be canceled or postponed throughout the United States; and

WHEREAS, as of March 16, 2020, the White House went further than the CDC had and recommended that Americans avoid social gatherings in groups of more than 10 people; and

WHEREAS, restricting the physical presence of individuals in office environments and work sites is critical to preventing future spread of COVID-19; and

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WHEREAS, accommodating work-from-home arrangements is an effective means to ensure continuity of operations while also limiting person-to-person contact; and

WHEREAS, the CDC has recommended employers to establish policies and practices to increase the physical distance among employees and between employees; and

WHEREAS, permitting the workforce to work from home may reduce stress on the State's child care system; and

WHEREAS, as of March 19, 2020, I have instructed all State departments and agencies to utilize work-from-home arrangements for both essential and non-essential employees wherever feasible; and

WHEREAS, given the rapidly rising incidence of COVID-19, temporarily closing non-essential retail businesses will strengthen New Jersey's efforts to slow the spread of COVID-19; and

WHEREAS, even as we institute social distancing measures, the number of COVID-19 cases in New Jersey is likely to increase for the immediate future, meaning we must take all possible steps to preserve our health care system's capacity to treat those who require emergency or intensive care; and

WHEREAS, the Constitution and statutes of the State of New Jersey, particularly the provisions of N.J.S.A. 26:13-1 et seq., N.J.S.A. App. A: 9-33 et seq., N.J.S.A. 38A:3-6.1, and N.J.S.A. 38A:2-4 and all amendments and supplements thereto, confer upon the Governor of the State of New Jersey certain emergency powers, which I have invoked;

NOW, THEREFORE, I, PHILIP D. MURPHY, Governor of the State of New Jersey, by virtue of the authority vested in me by the Constitution and by the Statutes of this State, do hereby ORDER and DIRECT:

- 1. The operative paragraphs of Executive Order No. 104 (2020) are hereby superseded in full. The factual findings of Executive Order No. 104 (2020) remain applicable except to the extent they are in conflict with the factual findings in this or any intervening Executive Order.
- All New Jersey residents shall remain home or at their place of residence unless they are 1) obtaining goods or services from essential retail businesses, as described in Paragraph 6; 2) obtaining takeout food or beverages from restaurants, other dining establishments, or food courts, pursuant to Paragraph 8; 3) seeking medical attention, essential social services, or assistance from law enforcement or emergency services; 4) visiting family or other individuals with whom the resident has a close personal relationship, such as those for whom the individual is a caretaker or romantic partner; 5) reporting to, or performing, their job; 6) walking, running, operating a wheelchair, or engaging in outdoor activities with immediate family members, caretakers, household members, or romantic partners while following best social distancing practices with other individuals, including staying six feet apart; 7) leaving the home for an educational, religious, or political reason; 8) leaving because of a reasonable fear for his or her health or safety; or 9) leaving at the direction of law enforcement or other government agency.
- 3. When in public, individuals must practice social distancing and stay six feet apart whenever practicable, excluding immediate family members, caretakers, household members, or romantic partners.
- 4. Individuals who have to travel pursuant to Paragraph 2 should only use public transportation only if they have no other feasible choice. Individuals who ride public transportation should abide by best social distancing practices, including making

all efforts to stand or sit six feet away from other riders and frequently use sanitizing products.

- 5. Gatherings of individuals, such as parties, celebrations, or other social events, are cancelled, unless otherwise authorized by any part of this Order. The State Director of Emergency Management, who is the Superintendent of the State Police, shall have the discretion to make clarifications and issue orders related to this provision.
- 6. The brick-and-mortar premises of all non-essential retail businesses must close to the public as long as this Order remains in effect. Essential retail businesses, listed below, are excluded from this directive and may remain open during their normal business hours. Essential retail businesses must, wherever practicable, provide pickup services outside or adjacent to their stores for goods ordered in advance online or by phone. Additionally, online and telephonic delivery services are permitted to the extent the retail business is authorized to operate an online or telephonic delivery service under existing law. The State Director of Emergency Management, who is the Superintendent of the State Police, shall have the discretion to make additions, amendments, clarifications, exceptions, and exclusions to this list:
 - a. Grocery stores, farmer's markets and farms that sell directly to customers, and other food stores, including retailers that offer a varied assortment of foods comparable to what exists at a grocery store;
 - b. Pharmacies and alternative treatment centers that dispense medicinal marijuana;
 - c. Medical supply stores;
 - d. Retail functions of gas stations;

- e. Convenience stores;
- f. Ancillary stores within healthcare facilities;
- g. Hardware and home improvement stores;
- h. Retail functions of banks and other financial institutions;
- i. Retail functions of laundromats and dry-cleaning services;
- j. Stores that principally sell supplies for children under five years old;
- k. Pet stores;
- 1. Liquor stores;
- m. Car dealerships, but only to provide auto maintenance and repair services, and auto mechanics;
- n. Retail functions of printing and office supply shops; and
- o. Retail functions of mail and delivery stores.
- 7. Any essential retail business whose brick-and-mortar premises remain open to the public shall abide by social distancing practices to the extent practicable while providing essential services. These include all reasonable efforts to keep customers six feet apart and frequent use of sanitizing products on common surfaces.
- 8. All restaurants, cafeterias, dining establishments, and food courts, with or without a liquor license, all bars, and all other holders of a liquor license with retail consumption privileges, are permitted to operate their normal business hours, but are limited to offering only food delivery and/or take-out services in accordance with their existing liquor licenses. If alcoholic beverages are to be sold from a restaurant, dining establishment or bar with a liquor license, such sales shall be

limited to original containers sold from the principal public barroom. The on-premises consumption of alcohol is prohibited. All retail sales of alcoholic beverages by limited brewery licensees, restricted brewery licensees, plenary and farm winery licensees (and associated salesrooms), craft distillery licensees and cidery and meadery licensees must be in original containers and must be sold through customer pick up and/or delivered by licensees in accordance with their existing licenses.

- 9. All recreational and entertainment businesses, including but not limited to the following list, must close to the public as long as this Order remains in effect. The State Director of Emergency Management, who is the Superintendent of State Police, shall have the discretion to make additions, amendments, clarifications, exceptions, and exclusions to this list:
 - a. Casino gaming floors, including retail sports wagering lounges, and casino concert and entertainment venues. Online and mobile sports and casino gaming services may continue to be offered notwithstanding the closure of the physical facility.
 - b. Racetracks, including stabling facilities and retail sports wagering lounges. Mobile sports wagering services may continue to be offered notwithstanding the closure of the physical facility.
 - c. Gyms and fitness centers and classes.
 - d. Entertainment centers, including but not limited to, movie theaters, performing arts centers, other concert venues, and nightclubs.
 - e. All indoor portions of retail shopping malls.

 Restaurants and other stores located within

shopping malls that have their own external entrances open to the public, separate from the general mall entrance, may remain open pursuant to the terms and directives of this Order for operating hours and takeout or food delivery services. All entrances and exits to the common area portions of retail shopping malls must remain closed.

- f. All places of public amusement, whether indoors or outdoors, including but not limited to, locations with amusement parks, water parks, aquariums, zoos, arcades, fairs, children's play centers, funplexes, theme parks, bowling alleys, family and children's attractions.
- Facilities where personal care services are q. performed that, by their very nature, result in noncompliance with social distancing guidelines, including but not limited to cosmetology shops; barber shops; beauty salons; hair braiding shops; nail salons; electrology facilities; spas, including day spas and medical spas, at which solely elective and cosmetic medical procedures are performed; massage parlors, tanning salons, tattoo parlors, and public and private social clubs, whether or not they serve alcohol, including but not limited to facilities owned or operated by the American Legion, Veterans of Foreign Wars, Knights of Columbus, and any other social clubs associated with community service organizations. excludes any health facilities that provide medically necessary or therapeutic services.

- h. All municipal, county, and State public libraries, and all libraries and computer labs at public and private colleges and universities.
- 10. All businesses or non-profits in the State, whether closed or open to the public, must accommodate their workforce, wherever practicable, for telework or work-from-home arrangements. For purposes of this order, "telework" means the practice of working from home or alternative locations closer to home through the use of technology that equips the individual to access necessary materials.
- 11. To the extent a business or non-profit has employees that cannot perform their functions via telework or work-from-home arrangements, the business or non-profit should make best efforts to reduce staff on site to the minimal number necessary to ensure that essential operations can continue. Examples of employees who need to be physically present at their work site in order to perform their duties include, but are not limited to, law enforcement officers, fire fighters, and other first responders, cashiers or store clerks, construction workers, utility workers, repair workers, warehouse workers, lab researchers, information technology maintenance workers, janitorial and custodial staff, and certain administrative staff.
- 12. All public, private, and parochial preschool program premises, and elementary and secondary schools, including charter and renaissance schools, shall remain closed to students as long as this Order remains in effect.
- 13. All institutions of higher education shall continue to cease such in-person instruction as long as this Order remains in effect. The Secretary of the Office of Higher Education shall have the authority to grant a waiver to allow in-person instruction to students on a case-by-case basis where a compelling rationale to

allow such access exists. The Secretary of the Office of Higher Education shall coordinate with institutions of higher education to determine appropriate student housing conditions for those students who reside in on-campus housing as their primary residence.

- 14. The Commissioner of the Department of Education ("DOE"), in consultation with the Commissioner of DOH, shall be authorized to permit schools to remain open on a limited basis for the provision of food or other essential, non-educational services, or for educational or child care services if needed in emergency situations after consultation with the Commissioner of DOH. The Commissioner of DOE shall also have the authority to close any other career or training facilities over which he has oversight, after consultation with the Commissioner of DOH.
- 15. The Commissioner of DOE shall continue working with each public school district, and private and parochial schools as appropriate, to ensure that students are able to continue their educations during this time period through appropriate home instruction. Local school districts, charter schools, and renaissance schools, in consultation with the Commissioner of DOE, shall have the authority and discretion to determine home instruction arrangements as appropriate on a case-by-case basis to ensure all students are provided with appropriate home instruction, taking into account all relevant constitutional and statutory obligations.
- 16. The Secretary of the Department of Agriculture, in conjunction with the Commissioner of DOE, shall take all necessary actions to ensure that all students eligible for free or reduced meals shall continue to receive the services or supports necessary to meet nutritional needs during closures.

- 17. Nothing in this Order shall be construed to limit, prohibit, or restrict in any way the provision of health care or medical services to members of the public.
- 18. Nothing in this Order shall be construed to limit, prohibit, or restrict in any way access to essential services for low-income residents, including but not limited to food banks.
- 19. Nothing in this Order shall be construed to limit, prohibit, or restrict in any way the operations of newspapers, television, radio, and other media services.
- 20. Nothing in this Order shall be construed to limit, prohibit, or restrict in any way the operations of law enforcement agencies.
- 21. Nothing in this Order shall be construed to limit, prohibit, or restrict in any way the operations of the federal government, or the movement of federal officials in New Jersey while acting in their official capacity.
- 22. In accordance with N.J.S.A. App. A:9-33, et seq., as supplemented and amended, the State Director of Emergency Management, who is the Superintendent of State Police, through the police agencies under his control, to determine and control the direction of the flow of vehicular traffic on any State or interstate highway, municipal or county road, and any access road, including the right to detour, reroute, or divert any or all traffic and to prevent ingress or egress from any area that, in the State Director's discretion, is deemed necessary for the protection of the health, safety, and welfare of the public, and to remove parked or abandoned vehicles from such roadways as conditions warrant.
- 23. The Attorney General, pursuant to the provisions of N.J.S.A. 39:4-213, shall act through the Superintendent of State Police, to determine and control the direction of the flow of

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vehicular traffic on any State or interstate highway, municipal or county road, and any access road, including the right to detour, reroute, or divert any or all traffic, to prevent ingress or egress, and to determine the type of vehicle or vehicles to be operated on such roadways. I further authorize all law enforcement officers to enforce any such order of the Attorney General or Superintendent of State Police within their respective municipalities.

- 24. It shall be the duty of every person or entity in this State or doing business in this State and of the members of the governing body and every official, employee, or agent of every political subdivision in this State and of each member of all other governmental bodies, agencies, and authorities in this State of any nature whatsoever, to cooperate fully in all matters concerning this Executive Order.
- 25. Penalties for violations of this Executive Order may be imposed under, among other statutes, $\underline{\text{N.J.S.A.}}$ App. A:9-49 and -50.
- 26. This Order shall take effect on Saturday, March 21, 2020, at 9:00 p.m., and shall remain in effect until revoked or modified by the Governor, who shall consult with the Commissioner of DOH as appropriate.

GIVEN, under my hand and seal this $21^{\rm st}$ day of March, Two Thousand and Twenty, and of the Independence of the United States, the Two Hundred and Forty-Fourth.

[seal] /s/ Philip D. Murphy

Governor

Attest:

/s/ Matthew J. Platkin

Chief Counsel to the Governor

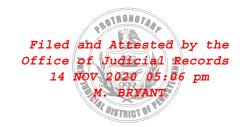


EXHIBIT 7



ERIC GARCETTI MAYOR

Public Order Under City of Los Angeles Emergency Authority

Issue Date: March 19, 2020 (Revised May 27, 2020)

Subject: SAFER AT HOME

The novel coronavirus pandemic is a global emergency that is unprecedented in modern history. Profoundly impacting our daily lives, it has inspired Angelenos to respond with courage, compassion, wisdom and resolve to overcome this crisis and help each other.

In a short period of time and at an unprecedented scale, residents in every community have embraced urgent social distancing best practices and aggressive hygienic precaution, not just to protect themselves, but to protect others. Angelenos understand with exceptional clarity that there is only one way to get through this difficult moment: together.

The City's recent emergency orders — curtailing large public gatherings; temporarily closing many government facilities; closing theaters, bars and entertainment venues; prohibiting restaurants from serving to dine-in customers while permitting take-out, delivery and drive-thru; and a ban on evictions of residential and commercial tenants who cannot pay rent due to financial impacts caused by COVID-19 — have been followed with a willing and generous spirit.

While we have previously taken strong action, now the City must adopt additional emergency measures to further limit the spread of COVID-19.

With this virus, we are safer at home.

Wherever feasible, City residents must isolate themselves in their residences, subject to certain exceptions provided below. This Order is given because, among other reasons, the COVID-19 virus can spread easily from person to person and it is physically causing property loss or damage due to its tendency to attach to surfaces for prolonged periods of time.



Under the provisions of Section 231(i) of the Los Angeles City Charter and Chapter 3, Section 8.27 of the Los Angeles Administrative Code, I hereby declare the following orders to be necessary for the protection of life and property in the City of Los Angeles, effective on Friday, April, 10, 2020 at 11:59 PM:

- 1. Subject only to the exceptions outlined in this Paragraph and Paragraph 5 below, all persons living within the City of Los Angeles are hereby ordered to remain in their homes. Residents of the City of Los Angeles who are experiencing homelessness are exempt from this requirement. The City is working, along with partner government agencies and non-governmental organizations, to make more emergency shelters available for the unhoused residents of our City. City of Los Angeles officials and contracted partners responsible for homelessness outreach shall make every reasonable effort to persuade such residents to accept, if offered, temporary housing or shelter, as the Health Officer of the County of Los Angeles recommends that sheltering individuals will assist in reducing the spread of the virus and will protect the individual from potential exposure by allowing the individual access to sanitation tools. People at high risk of severe illness from COVID-19 and people who are sick are urged to stay in their residence to the extent possible except as necessary to seek medical care.
- 2. Subject only to the exceptions outlined in this Paragraph and Paragraph 5 below, all businesses within the City of Los Angeles are ordered to cease operations that require in-person attendance by workers at a workplace. Indoor Malls and Shopping Centers can open to no more than 50% of overall shopping center capacity. To the extent that business operations may be maintained by telecommuting or other remote means, while allowing all individuals to maintain shelter in their residences, this Order shall not apply to limit such business activities. A business that fails to cease operation despite not meeting an exception in this Paragraph or Paragraph 5 may be subject to having its water and power services shut off by the Department of Water and Power for not being in compliance with the Order. The Deputy Mayor of Public Safety, or his written designee, may, after engagement with and a written warning issued to a noncompliant business, refer that business in writing to the Department of Water and Power to shut off water and power services pursuant to this order. Upon receiving such a written referral, the Department of Water & Power is authorized to shut off water and power services to the noncompliant business operating in violation of the Order
- 3. All public and private gatherings of any number of people occurring outside a residence are prohibited, except as to those exempted activities described in this Paragraph and Paragraph 5. This provision does not apply to gatherings within a single household or living unit.
- 4. All travel, including, without limitation, travel on foot, bicycle, scooter, motorcycle, automobile, or public transit is prohibited, subject to the exceptions in Paragraph 5.
- 5. <u>Exceptions</u>. People may lawfully leave their residence while this Order is in effect only to engage in the following activities:
- (i) <u>First 24 hour allowance</u>. This Order shall not apply, for a 24-hour period following the effective date above, to allow employees and business owners to access to their workplaces to gather belongings or address other administrative needs, so long

as social distancing requirements are followed. Such workplaces shall remain closed to the public in accordance with this Order.

- (ii) Essential Activities. To engage in certain essential activities, including, without limitation, visiting a health or veterinary care professional, obtaining medical supplies or medication, obtaining grocery items (including, without limitation, canned food, dry goods, fresh fruits and vegetables, pet supplies, fresh or frozen meats, fish, and poultry, any other household consumer products and products necessary to maintain the safety and sanitation of residences and other buildings) for their household or to deliver to others, or for legally mandated government purposes. In addition, any travel related to (a) providing care for minors, the elderly, dependents, persons with disabilities, or other vulnerable persons; (b) returning to one's place of residence from outside the City; (c) travelling to one's place of residence located outside the City; (d) compliance with an order of law enforcement or court shall be exempt from this Order: (e) legally mandated government purposes; (f) attend a funeral with no more than 10 individuals present or manage after-death arrangements and burial; or (g) to participate in a vehicle-based parade or drive-thru events (hosts and participants of such activities must observe and comply with the Vehicle-Based Parade Protocol published by the Los Angeles County Department of Public Health); or (h) to participate in an in-person protests as long as attendance is limited to 25% of the relevant area's maximum occupancy, as defined by the relevant local permitting authority or other relevant authority, or a maximum of 100 attendees, whichever is less, and physical distancing of six feet between persons or groups of persons from different households is maintained at all times. Persons engaging in these essential activities are required to maintain reasonable social distancing practices. This includes maintaining a distance of at least six-feet away from others, frequently washing hands with soap and water for at least twenty seconds or using hand sanitizer, covering coughs or sneezes (into the sleeve or elbow, not hands), regularly cleaning high-touch surfaces, not shaking hands and wearing a cloth face covering whenever there is or can be contact with others who are non-household members in both public and private places. Young children who are at risk of suffocation and people with certain disabilities are not required to wear a face covering.
- (iii) Outdoor Activities. To engage in passive outdoor activity and recreation, provided that the individuals comply with social distancing requirements, including, without limitation, walking, running, cycling; use of scooters, roller skates, skateboards, or other personal mobility devices. All individuals engaging in outdoor activities must wear a cloth face covering whenever there is or can be contact with others who are nonhousehold members. Young children who are at risk of suffocation, people with certain disabilities, and individuals engaging in water activities and certain sports specified in Los Angeles County Department of Public Health Protocols (such as tennis, pickleball and solo horseback riding) are not required to wear a face covering. Golf is permitted; public and private courses may operate upon implementing the Los Angeles County Department of Public Health Reopening Protocol for Golf Courses. Golf and tennis clubhouses, course restaurants and pro shops remain closed to public entry; pro shops may operate but can only conduct sales outside the storefront, and course restaurants can operate for take-out or delivery and cannot serve dine-in customers. Indoor and outdoor playgrounds for children, except those located within childcare centers, shall be closed for all purposes. The City of Los Angeles, following the recommendations and

Case ID: 201101371

directives of the County Department of Public Health, shall cancel its recreational and cultural programming and close its beaches, public beach parking lots, beach access points, piers, park trails, trail heads, and park facilities. Beaches are open for active recreation, including swimming, surfing, running and walking; however, sunbathing, sitting, gatherings, youth camps, group sports and athletic competitions are not allowed. Visitors to beaches shall follow the Los Angeles County Department of Public Health Reopening Protocol for use of Public Beaches. Pools, hot tubs, and saunas that are in a multi-unit residence or part of a Homeowners' Association may open upon implementing the Los Angeles County Department of Public Health Protocols for Reopening of Swimming Pools in Shared Residential Facilities. Parks shall remain open for recreational activities while practicing social distancing and shall follow the Los Angeles County Department of Public Health Reopening Protocol for Use of Public Trails. "Recreation and cultural programming" refers to recreational and cultural activities, indoor and outdoor sports leagues, aquatics classes, instructional courses, and group sessions on City-owned and operated park land. "Park facilities," which shall be closed to the public, refers to the City's Department of Recreation and Parks facilities, including: skate parks, basketball courts, tennis courts, volleyball courts, baseball fields, Venice Boardwalk (except as necessary to travel to an essential business), Runyon Canyon, Griffith Observatory, Travel Town, Griffith Park train rides and pony rides, the Cabrillo Marine Museum, Sherman Oaks Castle, EXPO Center, and aquatics facilities. Tennis and pickle ball courts, shooting and archery ranges, equestrian centers, model airplane areas, community gardens, and bike parks may operate upon implementing the required Los Angeles County Department of Public Health protocols found on paragraph 6. Census Centers located at Recreation and Parks facilities may remain open, provided strict adherence to social distancing practices. Outdoor Museums, Open Air Galleries, Botanical Gardens and other Outdoor Exhibition Spaces may open upon implementing the Los Angeles County Department of Public Health Protocols for Opening for Outdoor Museums and Galleries.

- (iv) <u>Work in Support of Essential Activities</u>. To perform work providing essential products and services or to otherwise carry out activities specifically permitted in this Order.
 - (v) To care for or support a friend, family member, or pet in another household.
- (vi) <u>Emergency Personnel</u>. All first responders, gang and crisis intervention workers, public health workers, emergency management personnel, emergency dispatchers, law enforcement personnel, and related contractors and others working for emergency services providers are categorically exempt from this Order.
- (vii) <u>Essential Activities Exempt</u>. Certain business operations and activities are exempt from the provisions of this Order, on the grounds that they provide services that are recognized to be critical to the health and well-being of the City. These include:
- (a) All healthcare operations, including hospitals, clinics, dentists, pharmacies, pharmaceutical and biotechnology companies, medical and scientific research, laboratories, healthcare suppliers, home healthcare services providers, veterinary care and pet day care providers (excluding pet grooming and training), mental and behavioral health providers and support groups, substance use providers and support groups, physical therapists and chiropractors, cannabis dispensaries, or

any related and/or ancillary healthcare services, manufacturers and suppliers. Behavioral health or substance use disorder support group meetings must implement the Los Angeles County Department of Public Health's Reopening Protocol for Substance Use Disorder and Mental Health Support Groups. Healthcare operations does not include fitness and exercise gyms and similar facilities.

- (b) Grocery stores, water retailers, farm and produce stands, supermarkets, convenience stores, warehouse stores, food banks, and other establishments engaged in the retail sale of canned food, dry goods, fresh fruits and vegetables, pet food and medication supply, fresh or frozen meats, fish, and poultry, and other household consumer products necessary to maintain the safety, sanitation and essential operation of residences. This includes stores that sell beer, wine, and liquor. However, the portions of liquor stores, wineries, breweries and tap rooms that provide tastings to the public are closed. Certified farmers markets may operate only if they are able to obtain written approval from the Bureau of Street Services (BSS) and only according to the guidelines and set forth by BSS.
- (c) Agricultural and horticultural cultivation, including farming, livestock, and fishing.
- (d) Organizations and businesses that provide food, shelter, and social services, and other necessities of life for economically disadvantaged or otherwise needy individuals (including gang prevention and intervention, domestic violence, and homeless services agencies).
- (e) Newspapers, television news, radio, magazine, podcast and journalism.
- (f) Gas service stations, auto/motorcycle part supply, mobile auto/motorcycle repair operations, auto/motorcycle repair shops (including, without limitation, auto repair shops that operate adjacent to or otherwise in connection with an used or retail auto dealership), bicycle repair shops and related facilities. Auto dealerships and motorcycle dealerships may open to the public, under the conditions required by and upon implementation of the Los Angeles County Department of Public Health Reopening Protocol for Car Dealerships. Car washes are permitted to operate upon implementing the Los Angeles County Department of Public Health Reopening Protocol for Car Washes.
- (g) Banks, credit unions, financial institutions and insurance companies, and pawn shops.
- (h) Hardware and building supply stores, day labor centers, nurseries and horticulture wholesale distributors.
- (i) Plumbers, electricians, custodial/janitorial workers, handyman services, funeral home workers and morticians, moving services, HVAC installers, carpenters, day laborers, landscapers, gardeners, exterminators, property managers and leasing agents, private security personnel and other service providers who provide services to maintain the safety, sanitation, and essential operation to properties and other essential activities discussed in this subsection.
- (j) Businesses providing mailing and shipping services, boxes and packaging, and post office boxes.
- (k) Educational institutions -- including public and private K-12 schools, colleges, and universities -- for purposes of facilitating distance learning or performing essential functions provided that social distancing of six-feet per person is maintained.
 - (I) Laundromats, dry cleaners, and laundry service providers.

- (m) Restaurants and retail food facilities that prepare and offer food to customers, but only via delivery service, to be picked up, or drive-thru. For those establishments offering food pick-up options, proprietors are directed to establish social distancing practices for those patrons in the queue for pick-up. This includes maintaining a distance of at least six-feet away from others. Schools and other entities that typically provide free food services to students or members of the public may continue to do so under this Order on the condition that the food is provided to students or members of the public on a pick-up and carry out basis only. Schools and other entities that provide food services under this exemption shall not permit the food to be eaten at the site where it is provided, or any other gathering site. Cafeterias, commissaries, and restaurants located within hospitals, nursing homes, or similar facilities are also exempt from this Order. Social distancing shall be maintained at a distance of at least six-feet away from others.
- (n) Businesses that supply or provide storage for retail goods and products needed for people to work from home.
- (o) Businesses that supply other essential businesses with the support, services, or supplies necessary to operate, provided that strict social distancing is maintained. This section includes, without limitation, utility companies.
- (p) Individuals and businesses that ship, truck, transport, or provide logistical support to deliver groceries, food, goods, or services directly to residences, or businesses engaged in essential activities or essential infrastructure.
- (q) Airlines, taxis, ride sharing services, car rental companies, and other private transportation services providing transportation services necessary for essential activities and other purposes expressly authorized in this Order.
 - (r) Home-based care for disabled persons, seniors, adults, or children.
- (s) Residential facilities and shelters for homeless residents, disabled persons, seniors, adults, children and animals.
- (t) Office-based businesses when teleworking is not possible, including professional services, such as legal, leasing and real estate transactions, payroll or accounting services, when necessary to assist in the permitting, inspection, construction, transfer and recording of ownership of housing, and when necessary to achieve compliance with legally mandated activities. Housing units and real property may be shown, provided that appointments and other residential viewings occur virtually or, if a virtual viewing is not feasible, by appointment with no more than two visitors at a time residing within the same household or living unit and one individual showing the unit. However, such in-person visits are not permitted when a tenant occupant is still residing in the residence, unless the owner first obtains the tenant's written consent.
- (u) Childcare facilities providing services that enable employees exempted in this Order to work as permitted. To the extent possible, childcare facilities must operate under the following mandatory conditions:
 - (1) Childcare must be carried out in stable groups of 10 or fewer ("stable" means that the same 12 or fewer children are in the same group each day).
 - (2) Children shall not change from one group to another.
 - (3) If more than one group of children is cared for at one facility, each group shall be in a separate room. Groups shall not mix with each other.
 - (4) Childcare providers shall remain solely with one group of children.
 - (v) Hotels, motels, shared rental units and similar facilities.

- (w) Military/Defense Contractors/FFRDC (Federally Funded Research and Development Centers). For purposes of this Order, essential personnel may leave their residence to provide any service or perform any work deemed essential for national security including, without limitation, defense, intelligence, and aerospace development and manufacturing for the Department of Defense, the Intelligence Community, and NASA and other federal government, and or United States Government departments and agencies. Essential personnel include prime, sub-prime, and supplier contractor employees, at both the prime contract level and any supplier level at any tier, working on federal United States Government contracts, such as contracts for national intelligence and national security requirements.
- (x) Businesses that manufacture retail goods. These businesses must also implement the County of Los Angeles Reopening Protocol for Warehousing, Manufacturing and Logistic Establishments.
- (y) Retail stores may operate, after implementing the County of Los Angeles Department of Public Health Protocols for Retail Establishments Opening for In-person Shopping. Indoor malls and shopping centers can open to no more than 50% of overall shopping center capacity and must adopt the County Department of Public Health Protocols for Shopping Center Operators.
- (z) Places of worship, provided that the gathering of congregants is limited to the lower of 25% of the total maximum occupancy (or occupant load) assigned for that building on its Certificate of Occupancy or as determined by Section 1004 of the 2019 California Building Code, or 100 people. Faith-based organizations holding inperson services must follow the Los Angeles County Department of Public Health Places of Worship Protocols, including requiring face coverings during services and celebrations except for young children or others with impaired breathing or other at-risk conditions.
- (viii) <u>Government Employees</u>. This Order does not apply to employees of government agencies working within the course and scope of their public service employment. Employees of the City of Los Angeles shall follow any current or future directives issued by the Mayor.
- (ix) <u>Essential Infrastructure</u>. Individuals may leave their residences to provide any services or goods or perform any work necessary to to build, operate, maintain or manufacture essential infrastructure, including without limitation construction of public health operations, commercial, office and institutional buildings, residential buildings and housing; airport operations, food supply, concessions, and construction; port operations and construction; water, sewer, gas, electrical, oil extraction and refining; roads and highways, public transportation and rail; solid waste collection, removal, and recycling; flood control and watershed protection; internet and telecommunications systems (including the provision of essential global, national, and local infrastructure for computing services, business infrastructure, communications, phone retail sales and servicing, and web-based services); and manufacturing and distribution companies deemed essential to the supply chains of the industries referenced in this Paragraph, provided that they carry out those services and that work in compliance with social distancing practices as prescribed by the Centers for Disease Control and Prevention and the Los Angeles County Department of Public Health, to the extent possible.
- (x) Non-Essential Businesses. Businesses regarded under this Order as "non-essential" may be permitted to conduct minimum basic operations including

inventory, security, custodial services, payroll and employee benefits processing, and any reasonable activity designed to maximize the ability for its employees to work remotely from their homes. Any Non-Essential Businesses conducting minimum basic operations, as allowed for in the paragraph, shall keep its doors closed and locked to the public at all times and shall post a sign on its main entrances stating that the business is closed to the public.

- Businesses. The City of Los Angeles has adopted all safety protocols developed by the County of Los Angeles Department of Public Health. All individuals, except young children at risk of suffocation and people with certain disabilities, engaging in the permitted activities described below must wear face coverings and adopt social distancing requirements. All businesses described below must require workers and customers to wear face coverings and adopt the County Public Health protocols, which are available for download at https://www.lamayor.org/COVID19Orders. For relevant businesses, (i) the protocols notice must be posted at or near the entrance to the facility so that it is easily viewable by the public and employees; and (ii) copies of the protocols must be provided to each employee performing work at the facility; and (iii) the business must provide evidence of its implementation of the protocols to any authority enforcing this Order upon demand. The required protocols include:
- a) The owner, manager, or operator of any business described in Paragraph 1 of the April 7, 2020 Worker Protection Order (Revised May 7, 2020), shall prepare and post by no later than 11:59 p.m. on April 15, 2020, a the County's Social Distancing Protocol for each of their facilities within the City of Los Angeles.
- b) The owner, manager, or operator of any permitted retail business described in Paragraph 5 (vii)(y) of this Order must implement the County's Protocols for Retail Establishments Opening for In-person Shopping.
- c) The owner, manager, or operator of any permitted auto dealer described in Paragraph 5 (vii)(f) of this Order must implement the County's Car Dealership Protocols.
- d) The owner, manager, or operator of any permitted public and private golf courses described in Paragraph 5 (iii) of this Order must implement the County's Golf Courses Protocols.
- e) All hikers and visitors of trails described in Paragraph 5 (iii) of this Order must adopt the County's Trail Use Protocols.
- f) All visitors to beaches described in Paragraph 5 (iii) of this Order must adopt the County's Beach Protocols.
- g) All visitors to bike parks described in Paragraph 5 (iii) of this Order must adopt the County's Bike Park Protocols.
- h) All visitors to community gardens described in Paragraph 5 (iii) of this Order must adopt the County's Community Gardens Protocols.

- i) All visitors to equestrian centers described in Paragraph 5 (iii) of this Order must adopt the County's Equestrian Centers Protocols.
- j) All visitors to model airplane areas described in Paragraph 5 (iii) of this Order must adopt the County's Model Airplane Protocols.
- k) All visitors to tennis and pickleball courts described in Paragraph 5 (iii) of this Order must adopt the County's Tennis Pickleball Courts Protocols.
- I) All operators and participants of substance use disorder and mental health support groups described in Paragraph 5(vii)(a) and (d) must adopt the County's Substance Use Disorder and Mental Health Support Groups Protocols.
- m) All outdoor shooting facilities described in Paragraph 5 (iii) of this Order must adopt the County's Outdoor Shooting Facility Protocols.
- n) The owner, manager, or operator of any permitted warehouse business described in Paragraph 5 (vii)(n), or any permitted logistics business described in Paragraph 5 (vii)(p), or any permitted manufacturing business described in Paragraph 5 (vii)(y) must adopt the County's Reopening Protocol for Warehousing, Manufacturing and Logistic Establishments
- o) The owner, manager, or operator of a car wash described in Paragraph 5(vii)(f) must adopt the County's Reopening Protocol for Car Washes
- p) All hosts and participants of vehicle-based parades or drive thru events must adopt the County's Protocol for Vehicle Based Parades or Drive Thru Events.
- q) The owner, manager, or operator of a place of worship or faith-based organization hosting in-person services must adopt the County's Protocol for Places of Worship Protocols.
- r) The owner, manager, or operator of office-based businesses must adopt the County's Office-Based Worksites Protocol.
- s) The owner, manager, or operator of shopping centers or malls must adopt the County's Shopping Center Operators Protocol.
- t) The operator of pools, hot tubs, and saunas that are in a multi-unit residence or part of a Homeowners' Association must adopt the County's Protocols for Reopening of Swimming Pools in Shared Residential Facilities.
- u) The owner, manager or operator of Outdoor Museums, Open Air Galleries, Botanical Gardens and other Outdoor Exhibition Spaces must adopt the County's Protocols for Opening for Outdoor Museums and Galleries.
- 7. To the extent that this Order is in conflict with earlier Orders, this Order shall supersede the others.

- 8. Failure to comply with this Order shall constitute a misdemeanor subject to fines and imprisonment. I hereby urge the Los Angeles Police Department and the City Attorney to vigorously enforce this Order via Sections 8.77 and 8.78 of the Los Angeles Administrative Code.
- 9. If any subsection, sentence, clause, phrase, or word of this Order or any application of it to any person, structure, or circumstance is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, then such decision shall not affect the validity of the remaining portions or applications of this Order.

This order shall be in place during the local emergency period, and it may be amended or rescinded as warranted according to local public health conditions.

Eric Garcetti, MAYOR

Dated: May 27, 2020 at Los Angeles, California Time: 4:00 p.m.

Filed with the City Clerk
Date: Time:

By:



EXHIBIT 8



LONDON N. BREED MAYOR

EIGHTH SUPPLEMENT TO MAYORAL PROCLAMATION DECLARING THE EXISTENCE OF A LOCAL EMERGENCY DATED FEBRUARY 25, 2020

WHEREAS, California Government Code Sections 8550 et seq., San Francisco Charter Section 3.100(14) and Chapter 7 of the San Francisco Administrative Code empower the Mayor to proclaim the existence of a local emergency, subject to concurrence by the Board of Supervisors as provided in the Charter, in the case of an emergency threatening the lives, property or welfare of the City and County or its citizens; and

WHEREAS, On February 25, 2020, the Mayor issued a Proclamation (the "Proclamation") declaring a local emergency to exist in connection with the imminent spread within the City of a novel (new) coronavirus ("COVID-19"); and

WHEREAS, On March 3, 2020, the Board of Supervisors concurred in the Proclamation and in the actions taken by the Mayor to meet the emergency; and

WHEREAS, On March 4, 2020, Governor Gavin Newsom proclaimed a state of emergency to exist within the State due to the threat posed by COVID-19; and

WHEREAS, On March 6, 2020, the Local Health Officer declared a local health emergency under Section 101080 of the California Health and Safety Code, and the Board of Supervisors concurred in that declaration on March 10, 2020; and

WHEREAS, On March 6, 2020, the City issued public health guidance to encourage social distancing to disrupt the spread of COVID-19 and protect community health; and

WHEREAS, On March 7, 2020, the Local Health Officer ordered certain City facilities not to hold non-essential group events of more than 50 people for the two weeks from the date of the order and prohibited visitors from Laguna Honda Hospital; and

WHEREAS, On March 7, 2020, the Department of Human Resources issued guidance to minimize COVID-19 exposure risk for City employees who provide essential services to the local community, in particular during the current local emergency; and

WHEREAS, On March 11, 2020, March 13, 2020, March 17, 2020, March 18, 2020, and March 23, 2020, the Mayor issued supplements to the Proclamation, ordering additional measures to respond to the emergency; and



LONDON N. BREED MAYOR

WHEREAS, On March 16, 2020, the City's Health Officer issued a stay safe at home order, Health Officer Order No. C19-07 (the "Stay Safe At Home Order"), requiring most people to remain in their homes subject to certain exceptions including obtaining essential goods such as food and necessary supplies, and requiring the closure of non-essential businesses, through April 7, 2020, and on March 31, 2020, the Health Officer extended the Stay Safe At Home Order through May 3, 2020; and

WHEREAS, On March 19, 2020, the Governor issued Executive Order N-33-20 and the California Public Health Officer issued a corresponding order requiring people to stay home except as needed subject to certain exceptions; and

WHEREAS, There are currently 434 confirmed cases of COVID-19 within the City and there have been 7 COVID-19-related deaths in the City; there are more than 9,500 confirmed cases in California, and there have been 204 COVID-19-related deaths in California; and

WHEREAS, This order and the previous orders issued during this emergency have all been issued because of the propensity of the virus to spread person to person and also because the virus physically is causing property loss or damage due to its proclivity to attach to surfaces for prolonged periods of time; and

WHEREAS, On March 17, 2020, the Mayor issued the Third Supplement to the Emergency Proclamation, which contained an order prohibiting meetings of City boards, commissions, and advisory bodies, other than the Board of Supervisors, through April 7, 2020, unless authorized by the Mayor or the Board of Supervisors; given the extension of the Stay Safe At Home Order through May 3, 2020, it is necessary to continue the restrictions on meetings of these bodies through May 3, 2020; and

WHEREAS, On March 18, 2020, the Mayor issued the Fourth Supplement to the Emergency Proclamation, imposing a temporary moratorium on eviction for non-payment of rent by commercial tenants directly impacted by the COVID-19 crisis, and it is necessary to clarify how the moratorium is intended to apply; and

WHEREAS, The Mayor proclaims that the conditions of extreme peril exist and continue to warrant and necessitate the existence of a local emergency,



LONDON N. BREED MAYOR

NOW, THEREFORE,

I, London N. Breed, Mayor of the City and County of San Francisco, proclaim that there continues to exist an emergency within the City and County threatening the lives, property or welfare of the City and County and its citizens;

In addition to the measures outlined in the Proclamation and in the Supplements to the Proclamation dated March 11, March 13, March 17, March 18, March 23, March 27, and March 31, 2020, it is further ordered that:

- (1) Section 5 of the Third Supplement to the Emergency Proclamation dated March 17, 2020, is revised and replaced as follows: From March 18, 2020 through May 3, 2020, City policy and advisory bodies shall not hold public meetings, unless the Board of Supervisors, acting by written motion, or the Mayor or the Mayor's designee directs otherwise, based on a determination that a policy body has an urgent need to take action to ensure public health, safety, or essential government operations. This order applies to all City commissions, boards, and advisory bodies other than the Board of Supervisors and its committees.
- (2) The Fourth Supplement to the Emergency Proclamation dated March 18, 2020 (the "Fourth Supplement"), imposing a temporary moratorium on eviction for non-payment of rent by commercial tenants directly impacted by the COVID-19 crisis, is amended as follows:
- (a) Notwithstanding the word "eviction" in subsection (d) of the Fourth Supplement, the moratorium applies to all attempts to recover possession of a unit due to non-payment, including situations where the tenant is occupying the unit on a month-to-month periodic tenancy, holdover basis, or similar arrangement, and including where the landlord has the right to terminate or not renew the agreement at the landlord's discretion. In such situations, if a tenant misses a payment due to COVID-19, the moratorium against recovering possession due to non-payment shall apply, unless the landlord can demonstrate an alternative, non-pretextual reason for recovering possession of the unit (e.g., turning the unit over to a new tenant under a previously executed agreement, planned renovations, or previous agreement to turn over the unit vacant to a new owner).
- (b) The moratorium is also intended to cover security deposits. The moratorium does not prohibit a landlord from drawing from an existing security deposit, in the event



LONDON N. BREED MAYOR

the tenant has missed a rent payment and the agreement allows the landlord to deduct rent from the security deposit. However, a landlord may not require a tenant described in subdivision (a) of the Fourth Supplement to increase the security deposit. If an existing agreement contains a provision requiring a tenant to replenish a security deposit that the landlord has drawn from, the landlord shall not attempt to recover possession of the unit due to the tenant's inability to replenish the security deposit, if the tenant was unable to do so because of the financial impacts of COVID-19. In such event, the landlord and tenant shall follow the notice and cure requirements set forth in subdivisions (c) and (d) of the Fourth Supplement with regard to replenishment of the security deposit. Any failure to replenish a security deposit as set forth in an existing agreement shall not be a basis to recover possession of the unit until six months after the moratorium expires. Notwithstanding the foregoing, landlords are discouraged from using tenants' security deposits to cover missed rent payments during the moratorium.

(c) The foregoing provisions are incorporated into the Fourth Supplement as though set forth directly therein, and shall expire at the same time that the Fourth Supplement expires. If the Fourth Supplement is renewed, the foregoing provisions shall also renew.

DATED: April 1, 2020

London N. Breed Mayor of San Francisco

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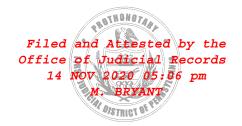


EXHIBIT 9



No. 202

EXECUTIVE ORDER

Declaring a Disaster Emergency in the State of New York

WHEREAS, on January 30, 2020, the World Health Organization designated the novel coronavirus, COVID-19, outbreak as a Public Health Emergency of International Concern;

WHEREAS, on January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the entire United States to aid the nation's healthcare community in responding to COVID-19;

WHEREAS, both travel-related cases and community contact transmission of COVID-19 have been documented in New York State and more are expected to continue; and

WHEREAS, New York State is addressing the threat that COVID-19 poses to the health and welfare of its residents and visitors.

NOW, THEREFORE, I, Andrew M. Cuomo, Governor of the State of New York, by virtue of the authority vested in me by the Constitution and the Laws of the State of New York, hereby find, pursuant to Section 28 of Article 2-B of the Executive Law, that a disaster is impending in New York State, for which the affected local governments are unable to respond adequately, and I do hereby declare a State disaster emergency for the entire State of New York. This Executive Order shall be in effect until September 7, 2020; and

IN ADDITION, this declaration satisfies the requirements of 49 C.F.R. 390.23(a)(l)(A), which provides relief from Parts 390 through 399 of the Federal Motor Carrier Safety Regulations (FMCSR). Such relief from the FMCSR is necessary to ensure that crews are available as needed.

FURTHER, pursuant to Section 29 of Article 2-B of the Executive Law, I direct the implementation of the State Comprehensive Emergency Management Plan and authorize all necessary State agencies to take appropriate action to assist local governments and individuals in containing, preparing for, responding to and recovering from this state disaster emergency, to protect state and local property, and to provide such other assistance as is necessary to protect public health, welfare, and safety.

IN ADDITION, by virtue of the authority vested in me by Section 29-a of Article 2-B of the Executive Law to temporarily suspend or modify any statute, local law, ordinance, order, rule, or regulation, or parts thereof, of any agency during a State disaster emergency, if compliance with such statute, local law, ordinance, order, rule, or regulation would prevent, hinder, or delay action necessary to cope with the disaster emergency or if necessary to assist or aid in coping with such disaster, I hereby temporarily suspend or modify, for the period from the date of this Executive Order through April 6, 2020 the following:

Section 112 of the State Finance Law, to the extent consistent with Article V, Section 1 of the State Constitution, and to the extent necessary to add additional work, sites, and time to State contracts or to award emergency contracts, including but not limited to emergency contracts or leases for relocation and support of State operations under Section 3 of the Public Buildings Law; or emergency contracts under Section 9 of the Public Buildings Law; or emergency contracts for professional services under Section 136-a of the State Finance Law; or emergency contracts for commodities, services, and technology under Section 163 of the State Finance Law; or design-build or best value contracts under and Part F of Chapter 60 of the Laws of 2015 and Part RRR of Chapter 59 of the Laws of 2017; or emergency contracts for purchases of commodities, services, and technology through any federal GSA schedules, federal 1122 programs, or other state, regional, local, multi-jurisdictional, or cooperative contract vehicles;

Section 163 of the State Finance Law and Article 4-C of the Economic Development Law, to the extent necessary to allow the purchase of necessary commodities, services, technology, and materials without following the standard notice and procurement processes;

Section 97-G of the State Finance Law, to the extent necessary to purchase food, supplies, services, and equipment or furnish or provide various centralized services, including but not limited to, building design and construction services to assist affected local governments, individuals, and other non-State entities in responding to and recovering from the disaster emergency;

Section 359-a, Section 2879, and 2879-a of the Public Authorities Law to the extent necessary to purchase necessary goods and services without following the standard procurement processes;

Sections 375, 385 and 401 of the Vehicle and Traffic Law to the extent that exemption for vehicles validly registered in other jurisdictions from vehicle registration, equipment and dimension requirements is necessary to assist in preparedness and response to the COVID-19 outbreak;

Sections 6521 and 6902 of the Education Law, to the extent necessary to permit unlicensed individuals, upon completion of training deemed adequate by the Commissioner of Health, to collect throat or nasopharyngeal swab specimens from individuals suspected of being infected by COVID-19, for purposes of testing; and to the extent necessary to permit non-nursing staff, upon completion of training deemed adequate by the Commissioner of Health, to perform tasks, under the supervision of a nurse, otherwise limited to the scope of practice of a licensed or registered nurse;

Subdivision 6 of section 2510 and section 2511 of the Public Health Law, to the extent necessary to waive or revise eligibility criteria, documentation requirements, or premium contributions; modify covered health care services or the scope and level of such services set forth in contracts; increase subsidy payments to approved organizations, including the maximum dollar amount set forth in contracts; or provide extensions for required reports due by approved organizations in accordance with contracts;

Section 224-b and subdivision 4 of section 225 of the Public Health Law, to the extent necessary to permit the Commissioner of Health to promulgate emergency regulations and to amend the State Sanitary Code;

Subdivision 2 of section 2803 of the Public Health Law, to the extent necessary to permit the Commissioner to promulgate emergency regulations concerning the facilities licensed pursuant to Article 28 of the Public Health Law, including but not limited to the operation of general hospitals;

Subdivision 3 of section 273 of the Public Health Law and subdivisions 25 and 25-a of section 364-j of the Social Services Law, to the extent necessary to allow patients to receive prescribed drugs without delay;

Section 400.9 and paragraph 7 of subdivision f of section 405.9 of Title 10 of the NYCRR, to the extent necessary to permit general hospitals and nursing homes licensed pursuant to Article 28 of the Public Health Law ("Article 28 facilities") that are treating patients during the disaster emergency to rapidly discharge, transfer, or receive such patients, as authorized by the Commissioner of Health, provided such facilities take all reasonable measures to protect the health and safety of such patients and residents, including safe transfer and discharge practices, and to comply with the Emergency Medical Treatment and Active Labor Act (42 U.S.C. section 1395dd) and any associated regulations;

Section 400.11 of Title 10 of the NYCRR, to the extent necessary to permit Article 28 facilities receiving patients as a result of the disaster emergency to complete patient review instruments as soon as practicable;

Section 405 of Title 10 of the NYCRR, to the extent necessary to maintain the public health with respect to treatment or containment of individuals with or suspected to have COVID-19;

Subdivision d and u of section 800.3 of Title 10 of the NYCRR, to the extent necessary to permit emergency medical service personnel to provide community paramedicine, transportation to destinations other than hospitals or health care facilities, telemedicine to facilitate treatment of patients in place, and such other services as may be approved by the Commissioner of Health;

Paragraph 3 of subdivision f of section 505.14 of Title 18 of the NYCRR, to the extent necessary to permit nursing supervision visits for personal care services provided to individuals affected by the disaster emergency be made as soon as practicable;

Sections 8602 and 8603 of the Education Law, and section 58-1.5 of Title 10 of the NYCRR, to the extent necessary to permit individuals who meet the federal requirements for high complexity testing to perform testing for the detection of SARS-CoV-2 in specimens collected from individuals suspected of suffering from a COVID-19 infection;

Subdivision 4 of section 6909 of the Public Health Law, subdivision 6 of section 6527 of the Education Law, and section 64.7 of Title 8 of the NYCRR, to the extent necessary to permit physicians and certified nurse practitioners to issue a non-patient specific regimen to nurses or any such other persons authorized by law or by this executive order to collect throat or nasopharyngeal swab specimens from individuals suspected of suffering from a COVID-19 infection, for purposes of testing, or to perform such other tasks as may be necessary to provide care for individuals diagnosed or suspected of suffering from a COVID-19 infection;

Section 596 of Title 14 of the NYCRR to the extent necessary to allow for rapid approval of the use of the telemental health services, including the requirements for in-person initial assessment prior to the delivery of telemental health services, limitations on who can deliver telemental health services, requirements for who must be present while telemental health services are delivered, and a recipient's right to refuse telemental health services;

Section 409-i of the Education Law, section 163-b of the State Finance Law with associated OGS guidance, and Executive Order No. 2 are suspended to the extent necessary to allow elementary and secondary schools to procure and use cleaning and maintenance products in schools; and sections 103 and 104-b of the General Municipal Law are suspended to the extent necessary to allow schools to do so without the usual advertising for bids and offers and compliance with existing procurement policies and procedures;

Article 7 of the Public Officers Law, section 41 of the General Construction Law, and section 3002 of the Public Health Law, to the extent necessary to permit the Public Health and Health Planning Council and the State Emergency Medical Services Council to meet and take such actions as authorized by law, as may be necessary to respond to the COVID-19 outbreak, without meeting quorum requirements or permitting the public in-person access to meetings, provided that any such meetings must be webcast and means for effective public comment must be made available; and

FURTHER, I hereby temporarily modify, for the period from the date of this Executive Order through April 6, 2020, the following laws:

Section 24 of the Executive Law; Sections 104 and 346 of the Highway Law; Sections 1602, 1630, 1640, 1650, and 1660 of the Vehicle and Traffic Law; Section 14(16) of the Transportation Law; Sections 6-602 and 17-1706 of the Village Law; Section 20(32) of the General City Law; Section 91 of Second Class Cities Law; Section 19-107(ii) of the New York City Administrative Code; and Section 107.1 of Title 21 of the New York Codes, Rules and Regulations, to the extent necessary to provide the Governor with the authority to regulate traffic and the movement of vehicles on roads, highways, and streets.



BY THE GOVERNOR

G I V.E N $\,$ under my hand and the Privy Seal of the

State in the City of Albany this seventh day of March in the year two thousand twenty.

M. Secretary to the Governor

Case ID: 201101371



EXHIBIT 10



THE CITY OF NEW YORK OFFICE OF THE MAYOR NEW YORK, N.Y. 10007

EMERGENCY EXECUTIVE ORDER NO. 100

March 16, 2020

EMERGENCY EXECUTIVE ORDER

WHEREAS, on March 7, 2020, New York State Governor Andrew Cuomo declared a State disaster emergency for the entire State of New York to address the threat that COVID-19 poses to the health and welfare of New York residents and visitors; and

WHEREAS, Emergency Executive Order No. 98, issued March 12, 2020, contains a declaration of a state of emergency in the City of New York due to the threat posed by COVID-19 to the health and welfare of City residents, and such declaration remains in effect for a period not to exceed thirty (30) days or until rescinded, whichever occurs first; and

WHEREAS, on March 6, 2020, the New York State Commission of Correction issued a Chairman's Memorandum directing local correctional facilities to coordinate disease control and prevention efforts with their county and city health departments; and

WHEREAS, on March 14, 2020, the New York State Department of Correction and Community Supervision suspended visitation at all correctional facilities statewide until April 11, 2020; and

WHEREAS, when members of the public seek to visit individuals in custody, public health is imperiled by the person-to-person spread of COVID-19, which would be devastating to the health, safety and security of the individuals who live in, work in, and visit Department of Correction facilities; and

WHEREAS, the risk of community spread throughout New York City impacts the life and health of the public and public health is imperiled by the person-to-person spread of COVID-19; and

WHEREAS, the reduction of opportunities for the person-to-person transmission of COVID-19 in meetings and other gatherings is necessary to combat the spread of this disease; and;

WHEREAS, this order is given because of the propensity of the virus to spread person to person and also because the virus physically is causing property loss and damage; and

NOW, THEREFORE, pursuant to the powers vested in me by the laws of the State of New York and the City of New York, including but not limited to the New York Executive Law, the New York City Charter and the Administrative Code of the City of New York, and the common law authority to protect the public in the event of an emergency:

Section 1. I hereby suspend:

- a. Section 42 of the Charter, to the extent such section requires that all meetings of the City Council be held as provided in its rules, and that the City Council hold no less than two (2) stated meetings each month; and
- b. Section 247 of the Charter, to the extent such section requires the City Council to hold hearings and submit and publish recommendations and findings regarding the preliminary budget no later than March 25, 2020.
- § 2. I hereby direct that the following laws and rules related to the Uniform Land Use Review Procedure, the landmarks designation processes and other procedures applicable to the City planning and land use review processes, to the extent they impose limitations on the amount of time permitted for the holding of public hearings, the certification of applications, the submission of recommendations, any required or necessary voting, the taking of final actions, and the issuance of determinations, are suspended, and that any such time limitations are tolled for the duration of the State of Emergency: sections 195, 197-d, and 3020 and subdivisions (b) through (h) of section 197-c of the Charter, sections 25-303, 25-306, 25-308, 25-309, 25-310 and 25-313 of the Administrative Code, and sections 1-05.5 and 1-07.5 of Title 2 and sections 2-02 through 2-07 of Title 62 of the Rules of the City of New York.
- § 3. I hereby direct, to the extent such laws and rules may be suspended consistent with State law, that the following laws and rules related to procurement are suspended to the extent necessary for the City to procure necessary goods, services and construction in response to the emergency: Chapter 13 of the New York City Charter; Chapter 9 of the Procurement Policy Review Board Rules; and Sections 6-101 through 6-107.1, 6-108.1 through 6-121, and 6-124 through 6-129 of the New York City Administrative Code.
- § 4. I hereby cancel the special election to be held on March 24, 2020 to fill the vacancy in the Office of Borough President of Queens and elect a Borough President to serve until December 31, 2020. This order shall not affect the primary and general elections scheduled pursuant to my January 2, 2020 proclamation of election.
- § 5. I hereby direct New York City Health and Hospitals Corporation ("NYC Health + Hospitals") to immediately move to cancel or postpone elective procedures system-wide and to cease performing such procedures within 96 hours of the issuance of this Order. NYC Health + Hospitals is directed to identify procedures that are deemed "elective" by assessing which

procedures can be postponed or cancelled based on patient risk considering the emergency need for redirection of resources to COVID-19 response.

- § 6. I hereby direct other hospitals and ambulatory surgery centers in New York City to immediately move to cancel or postpone elective procedures and to cease performing such procedures within 96 hours of the issuance of this Order. Hospitals and ambulatory surgery centers are directed to identify procedures that are deemed "elective" by assessing which procedures can be postponed or cancelled based on patient risk considering the emergency need for redirection of resources to COVID-19 response.
- § 7. I hereby direct all establishments including restaurants, bars, cafes that offer food or drink shall close until further notice, effective Monday, March 16, 2020 at 8:00 PM. To ensure sufficient access to food and/or drink, establishments serving food and/or drink (including restaurants, bars, and cafes) may remain open for the sole purpose of providing take-out or delivery service, provided the establishments do not exceed fifty percent of their occupancy or seating capacity while persons are waiting for take-out and that such persons follow social distancing protocols.
- § 8. Additionally, all entertainment venues, including those with seating capacity below 500, are hereby closed effective Monday, March 16, 2020 at 8:00 PM. Entertainment venues shall include, but not be limited to movie theaters, clubs, cinemas, theatres and concert venues.
- § 9. Additionally, all commercial gyms are closed effective Monday, March 16, 2020 at 8:00PM.
- §10. I hereby authorize all agencies to continue enforcing Emergency Executive Order 99 and any additional limitations on large gatherings that may be imposed by the Governor of New York State pursuant to his powers under §29-a of the Executive Law.
- §11. I hereby suspend Section 1-09 of Title 40 of the Rules of the City of New York to the extent that such section prevents the Department of Correction from engaging in emergency response measures in relation to the person-to-person transmission of COVID-19 in the City of New York.
- § 12. I hereby suspend Section 1-07 of Title 40 of the Rules of the City of New York to the extent that such section prevents the Department of Correction from engaging in emergency response measures in relation to the person-to-person transmission of COVID-19 in the City of New York.
- § 13. I hereby suspend Section 1-08 of Title 40 of the Rules of the City of New York to the extent that such section prevents the Department of Correction from engaging in emergency response measures in relation to the person-to-person transmission of COVID-19 in the City of New York.
- § 14. I hereby suspend Section 9-110 of the Administrative Code to the extent that such section prevents the Department of Correction from engaging in emergency response measures in relation to the person-to-person transmission of COVID-19 in the City of New York.

- § 15. I hereby suspend Section 1-15 of Title 40 of the Rules of the City of New York to the extent that such section applies to the aforementioned suspensions of sections 1-07, 1-08, and 1-09, in order to allow the Department of Correction to engage in emergency response measures in relation to the person-to-person transmission of COVID-19 in the City of New York.
- § 16. I hereby direct the Commissioner of the Department of Correction to take all appropriate steps to facilitate alternative methods for detainees to maintain contact with friends and family, communicate with media representatives, access the law library and legal counsel, and engage in congregate religious activities, including but not limited to providing, where possible, video and teleconference services, unlimited, free phone calls, and free stamps and letter-writing materials.
- § 17. I hereby direct that all older adult congregate centers operating within the City, whether publicly or privately owned or funded, shall be closed and all programs suspended for the duration of the state of emergency now in effect. In order to provide access to food for older adults, any such center may continue to operate to the extent necessary to prepare and distribute meals.
- § 18. I hereby direct all agency heads, including Emergency Management, the Department of Health and Mental Hygiene, Community Affairs, Fire, Police, Sanitation, Buildings and Transportation to take all appropriate and necessary steps to preserve public safety and the health of their employees, and to render all required and available assistance to protect the security, well-being and health of the residents of the City.
- § 19. In accordance with Executive Law § 24 and New York City Administrative Code 3-108, any person who knowingly violates the provisions in Sections 5 through 13 of this order shall be guilty of a class B misdemeanor.
- § 20. This Emergency Executive Order shall take effect immediately, and shall remain in effect for five (5) days unless it is terminated or modified at an earlier date.

Bill de Blasio,

MAYOR



EXHIBIT 11

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

60 26 0 0 60 K.ON	DIVISION " (5)
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DOCKET |

CITY OF NEW ORLEANS

FILED:	
	DEDITY CLERK

MAYORAL PROCLAMATION TO PROMULGATE EMERGENCY ORDERS DURING THE STATE OF EMERGENCY DUE TO COVID-19

WHEREAS, the United States has confirmed cases of individuals who have a severe acute respiratory disease ("COVID-19") caused by a novel coronavirus ("the virus") first detected in Wuhan, Hubei Province, People's Republic of China, which was first reported on December 31, 2019; and

WHEREAS, as of March 15, 2020, the World Health Organization ("WHO") has reported more than 153,000 confirmed cases of COVID-19 in 143 countries, and 5,735 deaths from the virus, with the number of confirmed cases escalating dramatically over a short period of time; and

WHEREAS, on March 11, 2020, the WHO declared the COVID-19 outbreak a pandemic; on January 31, 2020, the U.S. Department of Health and Human Services declared a Public Health Emergency for the United States; on March 11, 2020, Governor John Bel Edwards declared a state of emergency for the State of Louisiana; and on March 11, 2020, I declared a state of emergency in the City of New Orleans due to COVID-19; and

WHEREAS, the Centers for Disease Control and Prevention ("CDC") has determined that the virus presents a serious public health threat, requiring coordination among state and local health departments to ensure readiness for potential health threats associated with the virus; and

WHEREAS, the New Orleans Health Department, the Louisiana Department of Health, and other City partners have been working successfully and diligently to implement CDC guidelines and assist with the ongoing and developing threat of COVID-19; and

WHEREAS, on March 9, 2020, the first presumptive positive case of COVID-19 was announced in the State of Louisiana, in a hospital in the City of New Orleans; and

WHEREAS, as of March 15, 2020, there were 103 presumptive positive cases of COVID-19 in the State of Louisiana, 75 of which are in the City of New Orleans; and

WHEREAS, as of March 15, 2020, two cases of COVID-19 in the State of Louisiana and City of New Orleans have resulted in patient deaths; and

WHEREAS, there is reason to believe that COVID-19 may be spread amongst the population by various means of exposure, including the propensity to spread person to person and the propensity to attach to surfaces for prolonged periods of time, thereby spreading from surface to person and causing property loss and damage in certain circumstances; and

WHEREAS, the direct and definite public health and safety threats of COVID-19, and the related threats to the health, safety, and welfare of the residents of the City of New Orleans, are now imminent and emergency action must be taken to mitigate the effects of COVID-19, prevent further deaths and injuries of persons, and preserve the lives and property of the people of the City of New Orleans; and

WHEREAS, the Louisiana Homeland Security and Emergency Assistance and Disaster Act, La. R.S. 29:721, et seq., confers upon the Mayor of the City of New Orleans emergency powers to deal with emergencies and disasters, including those resulting from terrorist events, enemy attack, sabotage, or other hostile action, or from fire, flood, earthquake, or other natural or manmade causes, in order to ensure that preparations of this City will be adequate to deal with such emergencies or disasters, and in order to detect, prevent, prepare for, investigate, respond to, or recover from these events, and to preserve the lives and property of the people of the City of New Orleans; and

WHEREAS, La. R.S. 29:727(F) authorizes the Mayor to "control ingress and egress to and from the affected area, the movement of persons within the area, and the occupancy of premises therein", and to "suspend or limit the sale, dispensing, or transportation of alcoholic beverages . . . "; and

WHEREAS, the Centers for Disease Control and Prevention have provided mitigation strategies and guidance that communities with substantial COVID-19 community transmission should cancel gatherings of any size; and

WHEREAS, all residents of and visitors to Orleans Parish should take personal responsibility to prevent the further spread of COVID-19, including but not limited to, avoiding gatherings and practicing social distancing; and

WHEREAS, all businesses, colleges, and universities should scale down operations to prevent the further spread of COVID-19;

NOW THEREFORE, I, LATOYA CANTRELL, Mayor and Chief Executive Officer of the City of New Orleans and the Parish of Orleans, by virtue of the authority vested in me as the Mayor of the City of New Orleans by the Constitution and laws of the State of Louisiana and the Home Rule Charter and laws of the City of New Orleans, do hereby promulgate and issue the following orders, which shall be effective March 17, 2020, commencing at 6:00 a.m. and remain in effect until 6:00 a.m. on April 16, 2020, pursuant to La. R.S. 29:727 and my Mayoral Proclamation of a State of Emergency due to COVID-19 dated March 11, 2020.

- 1. All public and private gatherings shall be canceled or prohibited in non-emergency situations and where possible. In limited circumstances, personal gatherings should be limited to the number of persons in a reasonable household size. This shall not apply to healthcare facilities, pharmacies, grocery stores, corner stores, banks, gas stations, and other essential service providers. Loitering outside of any of these essential service providers shall be prohibited.
- 2. Bars, Health Clubs (e.g. gyms and fitness centers), Shopping Centers configured as malls (but not strip centers), Live Performance Venues, Reception Facilities, and other establishments where large gatherings routinely occur and/or where the risk of possible COVID-19 spread exists, shall cease operations.

Restaurants, as defined in the Comprehensive Zoning Ordinance, shall limit their
operations to take out and delivery only, including the sale of alcohol in
accordance with City and State issued permits.

The City Attorney is directed to file this proclamation promptly in the office of the Clerk of Court.

WITNESS my hand in New Orleans, Louisiana this 16th day of

March , 2020.

LATOYA CANTRELL, MAYOR

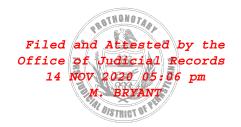


EXHIBIT 12

JARED POLIS
GOVERNOR



136 STATE CAPITOL
DENVER, COLORADO 80203

TEL 303-866-2471 FAX 303-866-2003

D 2020 024

EXECUTIVE ORDER

Amending and Extending Executive Order D 2020 017 Ordering Coloradans to Stay at Home Due to the Presence of COVID-19

Pursuant to the authority vested in the Governor of the State of Colorado and, in particular, pursuant to Article IV, Section 2 of the Colorado Constitution and the relevant portions of the Colorado Disaster Emergency Act, C.R.S. § 24-33.5-701 *et seq.*, I, Jared Polis, Governor of the State of Colorado, hereby issue this Executive Order amending and extending Executive Order D 2020 017 ordering Coloradans to stay at home due to the presence of coronavirus disease 2019 (COVID-19) in the State.

I. Background and Purpose

On March 5, 2020, the Colorado Department of Public Health and Environment's (CDPHE) public health laboratory confirmed the first presumptive positive COVID-19 test result in Colorado. Since then, the number of confirmed cases has continued to climb, and we have evidence of community spread throughout the State. I verbally declared a disaster emergency on March 10, 2020 and issued the corresponding Executive Order D 2020 003 on March 11, 2020. On March 25, 2020, I requested that the President of the United States declare a Major Disaster for the State of Colorado, pursuant to the Stafford Act. The President approved that request on March 28, 2020.

My administration, along with other State, local, and federal authorities, has taken a wide array of actions to mitigate the effects of the pandemic, prevent further spread, and protect against overwhelming our health care resources. COVID-19 also physically contributes to property loss, contamination, and damage due to its propensity to attach to surfaces for prolonged periods of time. On March 25, 2020, I issued Executive Order D 2020 017 ordering Coloradans to stay at home (Stay at Home Order) and CDPHE issued its corresponding Public Health Order (PHO) 20-24 implementing stay at home requirements.

The evidence shows that social distancing and the Stay at Home Order are working. The increase in cases and rate of infection are slowing. In addition, there has been a 60% reduction of cars on the road since the beginning of March, which means that there are fewer person-to-person interactions and fewer opportunities for Coloradans to spread the virus. Simply put, by staying home, Coloradans are saving lives.

This Executive Order amends and extends Executive Order D 2020 017 to require Coloradans to stay at home until April 26, 2020.

Case ID: 201101371

Executive Order D 2020 024 April 6, 2020 Page 2 of 3

II. Amendments

Section II of Executive Order D 2020 017 is amended to read as follows:

1. Replace Paragraph II.B. with the following:

I direct all Coloradans to stay at home, unless necessary to provide, support, perform, or operate Necessary Activities, Minimum Basic Operations, Critical Government Functions, Necessary Travel or Critical Businesses as such terms are defined in PHO 20-24, as amended, or any PHO issued pursuant to this Executive Order.

- 2. Strike Paragraph II.D.1.e.
- 3. Add a new Paragraph II.E. that states the following:

Nothing in this Executive Order prevents a local public health authority from issuing an order more protective of public health than this Executive Order. To the extent that provisions in a local public health order are more protective of public health than this Executive Order or PHO 20-24, as amended, or any PHO issued pursuant to this Executive Order, such provisions in the local public health order shall remain in full force and effect.

III. Duration

Executive Order D 2020 017, as amended and extended by this Executive Order, expires on April 26, 2020, unless modified, rescinded, or extended further by Executive Order. In all other respects, Executive Order D 2020 017 shall remain in full force and effect as originally promulgated.



GIVEN under my hand and the Executive Seal of the State of Colorado, this sixth day of April, 2020

Jared Polis Governor



EXHIBIT 13



AMENDED ORDER OF COUNTY JUDGE CLAY JENKINS

Safer At Home Order DATE AMENDED ORDER ISSUED: April 23, 2020

WHEREAS, pursuant to Texas Government Code Section 418.108, Dallas County Judge Clay Jenkins issued a Declaration of Local Disaster for Public Health Emergency on March 12, 2020, due to a novel coronavirus now designated SARS-CoV2 which causes the disease COVID-19;

WHEREAS, on March 12, 2020, Judge Jenkins issued an Order in furtherance of his authority to protect the safety and welfare of the public by slowing the spread of the virus;

WHEREAS, the on-going evaluation of circumstances related to the virus and the updated recommendations of the Centers for Disease Control and the Texas Department of State Health Services warrant the March 12, 2020 Order of County Judge Clay Jenkins be amended;

WHEREAS, on March 16, 2020, President Trump acknowledged the gravity of the COVID-19 pandemic, releasing strict new guidelines to limit people's interactions, including that Americans should avoid groups of more than 10 people;

WHEREAS, on March 19, 2020, the Dallas County Commissioners Court issued an Order of Continuance of Declaration of Local Disaster for Public Health Emergency that affirmed the activation of the Dallas County Emergency Management Plan and extends the Declaration of Local Disaster until 11:59 p.m. on May 15, 2020, unless rescinded by order of the Commissioners Court.

WHEREAS, on March 24, 2020, the World Health Organization indicated that the United States has the potential to become the center of the COVID-19 pandemic;

WHEREAS, this Emergency Order is necessary because of the propensity of the virus to spread person to person and also because the virus is physically causing property damage due to its proclivity to attach to surfaces for prolonged periods of time;

WHEREAS, this Emergency Order is necessary to protect the lives, health, welfare, and safety of the County's residents from the devastating impacts of this pandemic;

THEREFORE, the March 12, 2020, Order of County Judge Clay Jenkins is hereby AMENDED as follows:

Summary: The virus that causes 2019 Coronavirus Disease (COVID-19) is easily transmitted through person to person contact, especially in group settings, and it is essential that the spread of the virus be slowed to protect the ability of public and private health care providers to handle the influx of new patients and safeguard public health and safety. Because of the risk of the rapid spread of the virus, and the need to protect the most vulnerable members of the community, this Order requires all individuals anywhere in Dallas County to shelter in place – that is, stay at home – except for certain essential activities and work to provide essential business and government services or perform essential public infrastructure construction, including housing. This Order



takes effect Noon on April 23, 2020 and will continue through 11:59 p.m. on May 15, 2020, subject to the limited exceptions and under the terms and conditions more particularly set forth below.

UNDER THE AUTHORITY OF TEXAS GOVERNMENT CODE SECTION 418.108, DALLAS COUNTY JUDGE CLAY JENKINS ORDERS:

- 1. Effective as of Noon on April 23, 2020, and continuing until 11:59 p.m. on May 15, 2020:
 - (a) All individuals currently living within Dallas County are ordered to shelter at their place of residence. For the purposes of this Order, residences include hotels, motels, shared rentals, and similar facilities. To the extent individuals are using shared or outdoor spaces, they must at all times as reasonably as possible maintain social distancing of at least six feet from any other person when they are outside their residence. All persons may leave their residences only for Essential Activities, Reopened Services, or to provide or perform Essential Governmental Functions, or to operate Essential Businesses, all as defined in Section 2.
 - (b) All businesses operating within Dallas County, except Essential Businesses and Reopened Services as defined in below in Section 2, are required to cease all activities at facilities located within the County except Minimum Basic Operations as defined in Section 2. For clarity, businesses may continue operations consisting exclusively of employees or contractors performing activities at their own residences (i.e. working from home). To the greatest extent possible, all Essential Businesses shall comply with the Social Distancing Rules attached, including maintaining six feet social distancing for both employees and the general public.
 - (c) Employees of Essential Businesses and Reopened Services, whose physical presence at the workplace is not essential to operations, are directed to use telecommuting to the fullest extent possible.
 - (d) All public or private gatherings of any number of people occurring outside a single household or living unit are prohibited, except as otherwise provided herein. Nothing in this Order prohibits the gathering of members of a household or living unit.

2. Definitions:

- a. For purposes of this Order, individuals may leave their residence only to perform any of the following "Essential Activities":
 - i. To engage in activities or perform tasks essential to their health and safety, or to the health and safety of their family or household members (for example, obtaining medical supplies or medication, visiting a health care professional, or obtaining supplies need to work from home).
 - ii. To obtain necessary services or supplies for themselves and their family or household members, or to deliver those services or supplies to others (for example, food, pet supply, and any other household consumer products, and products necessary to maintain the safety, sanitation, and essential operation of residences.



- iii. To engage in outdoor activity, provided the individuals comply with social distancing requirements of six feet (for example, walking, biking, hiking, running, golfing, and tennis).
- iv. To perform work providing essential products and services at an Essential Business or to otherwise carry out activities specifically permitted in this Order.
- v. To care for a family member or pet in another household.
- vi. To move to another residence either in or outside Dallas County.
- vii. To engage in "Essential Travel," which includes travel for any of the following purposes: (1) travel related to the provision of or access to Essential Activities, Essential Governmental Functions, Essential Businesses, Reopened Services, Essential Critical Infrastructure, and Minimum Basic Operation; (2) travel to care for elderly, minors, dependents, persons with disabilities, or other vulnerable persons; (3) travel to or from educational institutions for purposes of receiving materials for distance learning, for receiving meals, and any other related services; (4) travel to return to a place of residence from outside the jurisdiction; (5) travel required by law enforcement or court order; (6) travel by church staff or clergy for the purpose of production of remote delivery of religious services and other ministries requiring travel; (7) travel related to attending a funeral service; or (8) travel required for non-residents to return to their place of residence outside the County.
- b. For purposes of this Order, "Reopened Services" means:
 - i. Retail services that are not "Essential Businesses" under this Order.
 - ii. Effective 12:01 a.m. on Friday, April 24, 2020, Reopened Services shall be provided only through pickup, delivery by mail, or delivery to the customer's doorstep. Customers may not enter the premises.
 - iii. All Reopened Services shall comply with the following requirements:
 - 1. All employees must be trained on environmental cleaning and disinfection, hand hygiene, and respiratory etiquette.
 - 2. All employees must be screened before coming into the business for new or worsening cough; shortness of breath; sore throat; loss of taste or smell; feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit; or known close contact with a person who is lab-confirmed to have COVID-19. Any employee who meets any of these criteria must be sent home.
 - 3. Employers must provide soap and water, or hand sanitizer if no soap or water is available, in the workplace, including all restrooms and food preparation areas.
 - 4. Employees must wash their hands for at least twenty (20) seconds before beginning work, after each interaction with a customer, before any food preparation, before and after the use of shared items, after any meal or restroom breaks, and immediately prior to the end of the work shift.
 - 5. All employees must wear face coverings.



- 6. Employees must maintain at least 6 feet separation from one another.
- iv. All Reopened Services providing services through Retail-to-Go shall comply with the following conditions:
 - 1. All payments shall be done over the phone or internet if possible, and contact shall be minimized if remote payment is not available.
 - 2. Purchased items shall be delivered by the employee to the backseat or trunk of the customer's vehicle whenever possible to minimize physical contact with the customer.
 - 3. Employees must wash or sanitize their hands after each interaction with a customer, and whenever possible, must disinfect any item that came into contact with the customer.
- v. All Reopened Services providing services through delivery to a customer's residence or business shall comply with the following conditions:
 - 1. All payments shall be done over the phone or internet if possible, and contact shall be minimized if remote payment is not available.
 - 2. Purchased items shall be delivered by an employee or third-party carrier and delivered to the customer's residence or business. The employee or third-party carrier may not enter the customer's house or business.
- vi. All Reopened Services providing services through delivery by mail shall comply with the following conditions:
 - 1. All payments must be done over the phone or internet.
 - 2. Purchased items shall be delivered by mail without customer contact.
- c. For purposes of this Order, "Essential Businesses" means:
 - i. Essential Healthcare Operations. Healthcare Operations includes but is not limited to hospitals, clinics, dentists, chiropractors, physical therapy, optometry offices, pharmacies, pharmaceutical and biotechnology companies, other healthcare facilities, healthcare suppliers, mental health providers, substance abuse service providers, blood banks, medical research, laboratory services, certified doulas, or any related and/or ancillary healthcare services. Home-based and residential-based care for seniors, adults, or children are also considered healthcare operations. Healthcare operations also includes veterinary care and all health and welfare services provided to animals. This exemption shall be viewed broadly to avoid any impacts to the delivery of healthcare. Healthcare operations do not include fitness and exercise gyms, personal training, gymnastics studios, and similar facilities. Healthcare operations do not include elective medical, surgical, and dental procedures as established in accordance with Subsection 1(e) of this Order.
 - ii. **Essential Governmental Functions**. All services provided by local governments needed to ensure the continuing operation of the government agencies to provide for the health, safety and welfare of the public. Each governmental body will determine its Essential Governmental Functions



- and identify the employees and/or contractors necessary to the performance of those functions. Further, nothing in this order shall prohibit any individual from performing or accessing "Essential Governmental Functions." All Essential Governmental Functions shall be performed in compliance with social distancing requirements of six feet, to the extent possible. This Order does not apply to Federal or State Government.
- iii. Essential Critical Infrastructure. All public and private facilities and assets, including both physical and cyber systems, and other functions and sectors vital to the security, governance, and public health, safety of Dallas County. Critical infrastructure includes, but is not limited to, utilities such as electricity, gas, water and wastewater, roads and highways, public transportation, solid waste and recycle collection and removal, oil refining, roads and highways, public transportation, defense and national securityrelated operations, and manufacturing operations suppling essential items to Essential Businesses, Essential Governmental Functions, and Critical Infrastructure. All manufacturers and distributors shall comply with the Rules for Manufacturers and Distributors set out in Exhibit C. Critical Infrastructure employers should implement screening precautions to protect employees and all activity shall be performed in compliance with social distancing guidelines attached. For reference, the U.S. Department of Homeland Security in its Guidance on the Essential Critical Infrastructure Workforce. Version 2.0. can be found here: https://www.cisa.gov/publication/guidance-essential-criticalinfrastructure-workforce
- iv. Stores that Sell Groceries and Other Essential Supplies. Grocery stores, supermarkets, warehouse stores, big-box stores, bodegas, liquor stores, convenience stores, and farmers' markets that sell food products and household consumer products (such as cleaning and personal care products). This includes stores that sell groceries and also sell other non-grocery products. The sale of self-service food items is prohibited. Stores that sell groceries and other essential supplies shall comply with the Rules for Essential Retail Establishments set out in Exhibit A.
- v. **Restaurants**. Restaurants with or without drive-in or drive-through services and microbreweries, micro-distilleries, or wineries may only provide take out, delivery, or drive-through services as allowed by law. In-person service is prohibited. Customers may order and pay inside, but are prohibited from waiting inside the restaurant for their food. All food must be brought outside to customers. To allow for increased access to restaurants, this Order hereby suspends all laws and regulations prohibiting people from walking in a drive-through.
- vi. **Food Cultivation**. Food cultivation, including farming, fishing, and livestock.
- vii. **Delivery of Groceries and Essential Supplies**. Businesses that ship or deliver groceries, food, hygiene products, and essential supplies directly to



- residences or essential businesses. All businesses that deliver groceries and essential supplies shall comply with the rules set out in Exhibit E.
- viii. **Transportation**. Operation, maintenance, and repair of airlines, taxis, and other private transportation providers (such as Uber and Lyft) that provide transportation services necessary for the performance of essential activities and essential travel.
 - ix. Gas Stations and Businesses Needed for Transportation. Gas stations, auto dealers, auto-supply stores, auto-repair, and bicycle repair. Gas stations and convenience stores are prohibited from selling self-service food items. Gas stations and businesses needed for transportation shall comply with the Rules for Essential Retail Establishments set out in Exhibit A.
 - x. **Critical Trades**. Plumbers, electricians, exterminators, janitors, lawn care services, pool cleaners, maintenance and security, and other service providers who provide services that are necessary to maintaining the safety, sanitation, and essential operations of residences, Essential Businesses, Essential Government Functions, and Critical Infrastructure. Critical Trade does not include discretionary maintenance or improvements. Union representatives and their staff for the purpose of performing critical labor union functions, including the maintenance of health and welfare funds and checking on the well-being and safety of members.
 - xi. Construction. Construction for public works, residential, commercial, and schools. Elective additions and maintenance are prohibited. Protecting construction worker from the spread of COVID19 is extremely important for their safety and for public health, all construction sites must follow the COVID-19 Safety Recommendations issued by the Construction Industry Safety Coalition, including, but not limited to, the Rules for Construction Industry set out in Exhibit B. Failure to strictly comply with this Order can result in penalties described below. Additionally, the general contractor and non-compliant subcontractor can be removed from the essential business list.
- xii. **Professional Services**. Professional services, such as legal or accounting services, when necessary to assist in compliance with legally mandated activities or services necessary to avoid imminent harm to a client. Real estate and inspection services, so long as they comply with the rules set out in Exhibit F.
- xiii. **Financial Institutions**. Banks and related depository financial institutions, credit unions, insurance companies, title companies, payroll and accounting services. Check cashing businesses and pawnshops so long as they comply with the rules set out in Exhibit D. A copy of Exhibit D must be prominently displayed in each establishment in English and Spanish and a copy must also be provided to each customer in the customer's preferred language.
- xiv. **Information Technology Services/Telecommunications Services**. IT and IT services and their essential service vendors, including the provision of essential global, national, and local infrastructure for computing services, business infrastructure, communications, and web-based services, and



- critical manufacturing, as well as telecommunications services, internet access and broadband/communications services.
- xv. **Essential Retail.** Laundromats, dry cleaners, and laundry service providers, hardware stores, and related facilities. Firearm and ammunition suppliers and retailers for purposes of safety and security. Hardware stores and business that sell electrical, plumbing, and other materials necessary to support Essential Businesses, and Essential Government Functions, and Critical Infrastructure. Essential retail establishments shall comply with the Rules for Essential Retail Establishments set out in Exhibit A.
- xvi. **Fabric Stores**. Stores that sell fabric, for the sole purpose of selling fabric and supplies necessary for the creation of fabric cloth coverings and masks and supplies necessary for home schooling students. Stores that sell fabric shall comply with the Rules for Essential Retail Establishments set out in Exhibit A.
- xvii. **Hotels and Motels**. Hotels and motels, to the extent used for lodging or delivery or carry-out food services.
- xviii. Short-Term Rentals. Short-term rental of all or part of a residential property to a person who is not a permanent resident is prohibited. Within the meaning of this Order, a "permanent resident" is a person who has the right to use or possess a room at the residential property for at least 30 consecutive days, so long as there is no interruption of payment for the period. This Order does not prohibit short-term rental to hospital employees or other licensed healthcare professionals, military personnel, law enforcement personnel, government employees, or Dallas County residents who need a place to self-quarantine away from their family and/or roommates. Renters currently occupying short-term rental properties shall be permitted to complete the current rental contract but are required to follow the requirements of this order
- xix. **Providers of Basic Necessities to Economically Disadvantaged Populations**. Businesses or organizations that provide food, shelter, and social services, and other necessities of life for economically disadvantaged or otherwise needy individuals.
- xx. Essential Services Necessary to Maintain Essential Operations of Residences or Other Essential Businesses. Businesses or services that supply other Essential Businesses, Essential Government Services, and Critical Infrastructure with the support or supplies needed to operate; including but not limited to mail, shipping and delivery services, warehouse/distribution and fulfillment, storage, moving services, janitorial services, laundry services, computer, audio or video electronics, sanitary equipment, and medical equipment. To the extent possible, services shall be provided in compliance with Social Distancing Rules attached, including distancing of six feet and routine use of hand sanitizer. All employers that are common carriers, motor carriers, private carriers, shippers, delivery services, moving companies and contract carriers that



- load or unload cargo, supplies, equipment or goods at any point located in Dallas County shall comply with the rules set out in Exhibit E.
- xxi. **Supplies to Work From Home and Home School Students.** Businesses that supply products needed for people to work from home and stores that sell supplies necessary for home schooling students. Stores that sell supplies for people to work from home shall comply with the Rules for Essential Retail Establishments set out in Exhibit A.
- xxii. **Public and Private Education**. All schools are closed to in-person classroom attendance and shall not recommence before the end of the 2019-2020 school year. Public and private educational institutions may operate in-person only for the purposes of facilitating distance learning or performing essential functions, provided compliance with the Social Distancing Rules is maintained.
- xxiii. News Media. Newspapers, television, radio, and other media services.
- xxiv. **Childcare Services**. Childcare facilities providing services or community service providers offering childcare services under the following mandatory conditions:
 - 1. Childcare services shall only be provided to employees of Essential Businesses;
 - 2. Childcare must be carried out in stable groups of 12 or fewer ("stable" means that the same 12 or fewer children are in the same group each day);
 - 3. Children shall not change from one group to another;
 - 4. If more than one group of children is cared for at one facility, each group shall be in a separate room. Groups shall not mix with each other:
 - 5. Childcare providers shall remain solely with one group of children.
- xxv. **Animal Care Services**. Animal shelters, veterinary care, and pet food and supply stores. Grooming, if necessary for the health and wellbeing of the animal. Pet daycare, but only for employees of Essential Businesses. To the greatest extent possible, all services must be performed in compliance with social distancing requirements of six feet. Pet food and supply stores shall comply with the Rules for Essential Retail Establishments set out in Exhibit A.
- xxvi. **Religious and Worship Services**. The Office of the Dallas County Judge and the Health Authority strongly encourage religious and worship services be provided by audio, video, and teleconference whenever possible and that all individuals follow all CDC and County Social Distancing Guidelines including the six feet social distancing rule.
- xxvii. **Funeral Services**. Funeral, mortuary, cremation, burial, cemetery, and related services, provided that social distancing of six feet per person is maintained to the greatest extent possible.
- d. For purposes of this Order, **Minimum Basic Operations** means the following, provided that employees comply with the Social Distancing Rules:



- i. The minimum necessary activities to maintain the value of the business's inventory, ensure security, process payroll and employee benefits, or for related functions.
- ii. The minimum necessary activities to facilitate employees of the business being able to continue to work remotely from their residences.
- e. Covering of Nose and Mouth: Because an infected person can transmit the COVID-19 virus to others before showing any symptoms, the covering of a person's nose and mouth is necessary to help slow the spread of the virus. Effective at 11:59 p.m. on April 17, 2020, to the greatest extent possible all persons over the age of two (2) shall wear some form of covering over their nose and mouth, such as a homemade mask, scarf, bandana or handkerchief, when patronizing an Essential Business or using public transportation pursuant to the rules outlined in Exhibit G. Parents and Guardians of children under 10 shall be responsible for appropriately masking children pursuant to this Order. To the greatest extent possible, all non-medical employees who work at an Essential Businesses or perform services that are exempt under this Order must wear face coverings over their noses and mouths while performing their work. An owner or operator of an Essential Business may refuse admission or service to any individual who fails to wear face covering. Wearing a face covering is not a substitute for maintaining 6feet social distancing and hand washing, as these remain important steps to slowing the spread of the virus. The enforcement provisions set forth in Section 3 of this Order shall not apply to any violation of this provision or Exhibit G and no law enforcement officer shall stop, detain, or arrest any person based on any such violation.
- 3. The Dallas County Sheriff's Office, the Dallas County Fire Marshal's Office, and other peace officers, are hereby authorized to enforce this Order. A violation of this order may be punishable through criminal or civil enforcement. A violation of this Order is a misdemeanor punishable by a fine not to exceed \$1,000 and/or confinement in jail for a term not to exceed 180 days.
- 4. Any manufacturer who retools their business for the purpose of manufacturing and producing ventilators, masks, personal protective equipment, or any supply necessary for Essential Healthcare Operations may apply for an "essential business" exemption under this Order. Apply for a business exemption at https://www.dallascounty.org/covid-19/ways-to-help.php under the "Apply for an Essential Business Exemption" tab.
- 5. All Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Recovery Payments to individuals shall be exempt from "garnishment" as that term is described in Chapter 63 of the Texas Civil Practice and Remedies Code, except for garnishment for child support payments. All CARE Act Payments shall remain exempt from garnishment when deposited into an account in a financial institution. This provision is enacted to ensure Dallas County residents can use their CARES Act Recovery Payments for their housing, food, medical and other essential needs during the COVID-19 emergency period.
- 6. All public, private, and commercial laboratories operating within Dallas County and performing COVID-19 testing shall report by 5:00 p.m. each day for the prior 24-hour period:



- a. The number of COVID-19 tests performed; and
- b. The number of positive COVID-19 tests.

Reports shall be made to Dallas County Judge Clay Jenkins at <u>Clay.Jenkins@dallascounty.org</u> and Dallas County Health and Human Services Director Dr. Philip Huang at <u>Philip.Huang@dallascounty.org</u>. Reporting laboratories shall not provide names or any other identifiable health information that could be used to identify an individual patient.

- 7. Door-to-door solicitation creates an unnecessary face-to-face situation for residents who are home in greater numbers due to the closure of schools and businesses, potentially endangering the health of residents. Under this Order, door-to-door solicitation is prohibited, including the leaving of written materials on the door or mailbox of a residence. This provision does not apply to any business in the grocery supply chain or any non-profit providing community resources for those effected by the coronavirus. Nothing in this Order prohibits utility companies or government agencies from contacting individuals at their residences to perform their normal business functions.
- 8. Employers shall not implement any rules making a negative COVID-19 test or a note from a healthcare provider a requirement before a COVID-19 recovered employee can return to work.
- 9. Under this Order, no person shall sell any of the following goods or services for more than the regular retail price the person charged for the goods or services on March 16, 2020, except where an increased retail price is the result of increased supplier or other costs (including the loss of supplier supporting funds):
 - a. groceries, beverages, toilet articles, and ice;
 - b. restaurant, cafeteria, and boarding-house meals; and
 - c. medicine, pharmaceutical and medical equipment, and supplies.
- 10. Grocery stores, supermarkets, warehouse stores, hospitals, and medical facilities are experiencing high levels of demand for a large number of products, requiring more deliveries from manufacturers and distribution centers to serve their customers. A number of Texas cities and local associations have implemented restrictions on delivery hours to stores to mitigate truck noise and traffic. Due to the need to deliver products as quickly and efficiently as possible during this critical timeframe, this Order hereby suspends all delivery hour restrictions for transport to or from any entity involved in the selling or distribution of food products, medicine, or medical supplies in Dallas County for the next 60 days.
- 11. Due to increased demand for bath or toilet tissue resulting from stock up buying and individuals who purchase for resale, a mandatory limit on toilet paper sales is instituted until the supply chain meets the demand or two weeks, whichever comes first. All sales of bath or toilet tissue occurring in Dallas County are limited to the greater of: (a) twelve (12) rolls per purchase or (b) one (1) package per purchase. This provision does not apply to the sale of bath or tissue paper to a government organization or essential business.
- 12. Due to the public health emergency, the Office of the Dallas County Judge hereby advises the Dallas County Justices of the Peace to suspend eviction hearings and writs of



possession for at least the next 60 days to prevent renters from being displaced. Nothing in the moratorium relieves tenants of liability for unpaid rent. Landlords should cap late fees for delayed payment of rent at fifteen dollars (\$15) per month.

- 13. If someone in a household has tested positive for coronavirus, the household is ordered to isolate at home. Members of the household cannot go to work, school, or any other community function, except for workers included in Essential Healthcare Operations who may continue to work in accordance with CDC guidance.
- 14. Nursing homes, retirement, and long-term care facilities are instructed by this Order to prohibit non-essential visitors from accessing their facilities unless to provide critical assistance or for end-of-life visitation.
- 15. Public and private schools and institutions of higher education are instructed by this Order to provide a safety plan to Dallas County Office of Homeland Security and Emergency Management 72 hours before students return to a classroom setting.
- 16. Additionally, the Office of the Dallas County Judge and the Health Authority instructs all employees to remain at home if sick. Employees of private businesses and nonprofits with six (6) or more employees in the City of Dallas can use their paid sick leave when they are sick or to care for sick family members.
- 17. This Order shall be in effect until 11:59 p.m. on April 30, 2020, or until it is either rescinded, superseded, or amended pursuant to applicable law.
- 18. The County of Dallas must promptly provide copies of this Order by posting on the Dallas County Health and Human Services website. In addition, the owner, manager, or operator of any facility that is likely to be impacted by this Order is strongly encouraged to post a copy of this Order onsite and to provide a copy to any member of the public asking for a copy. If any subsection, sentence, clause, phrase, or word of this Order or any application of it to any person, structure, gathering, or circumstance is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, then such decision will not affect the validity of the remaining portions or applications of this Order.

IT IS SO ORDERED

CLAY JENKINS DALLAS COUNTY JUDGE



EXIBIT A

Rules for Essential Retailers

Reason for Rules. The purpose of these rules is to outline the steps that every employer and employee must take to reduce the risk of exposure to COVID-19. The rules describe how to prevent worker exposure to coronavirus and protective measures to be taken in all establishments.

Definition of Essential Retailers.

- 1. Stores that Sell Groceries and Other Essential Supplies. Grocery stores, supermarkets, warehouse stores, big-box stores, bodegas, liquor stores, convenience stores, and farmers' markets that sell food products and household consumer products (such as cleaning and personal care products). This includes stores that sell groceries and also sell other non-grocery products.
- 2. <u>Gas Stations and Businesses Needed for Transportation</u>. Gas stations, auto dealerships, auto-supply stores, auto-repair, and bicycle repair.
- 3. Other Essential Retailers. Stores that sell supplies necessary for the creation of fabric cloth coverings and masks and supplies necessary for home schooling students. Pet food and supply stores. Laundromats, dry cleaners, and laundry service providers, hardware stores, and related facilities. Firearm and ammunition suppliers and retailers for purposes of safety and security. Hardware stores and business that sell electrical, plumbing, and other materials necessary to support Essential Businesses, and Essential Government Functions, and Critical Infrastructure.

Safety Rules for All Essential Retailers. All employers involved in essential retail activity must follow the requirements set forth in the rules below:

- 1. All employees must take their temperature at their residence before going to an Essential Retailer. If an employee has a temperature above 99.6 degrees Fahrenheit, then they are prohibited from going to work and must remain at their residence;
- 2. To the greatest extent possible and as equipment becomes available, an Essential Retailer must implement a system whereby supervisors must check the temperature of all employees with a forehead thermometer before the employee begins work. If an employee has a temperature above 99.6 degrees Fahrenheit, then they are not permitted to work and must be sent home immediately;
- 3. Gatherings during meals or breaks are prohibited;
- 4. Employees must keep a 6 foot distance between people at all times, unless the work being performed requires multiple individuals for the safety of the employees;
- 5. Employers must allow non-essential personnel to work from home when possible;
- 6. Employers must provide soap and water, or hand sanitizer if no soap or water is available, in the workplace, including all restrooms and food preparation areas. Ensure that adequate supplies are maintained;



- 7. Employees must wash their hands for at least twenty (20) seconds before beginning work, before any food preparation, before and after the use of shared items, after any meal or restroom breaks, and immediately prior to the end of the work shift.
- 8. Rest breaks of at least fifteen (15) minutes for every four (4) hours worked must be provided so employees may follow hygiene guidelines;
- 9. There shall be no adverse action taken against an employee who has, due to possible exposure to coronavirus, (1) been quarantined or advised to self-quarantine; (2) have not reported to work because the employee has a temperature of 99.6 degrees or higher; and (3) requested to use paid sick leave under the employer's policy; and
- 10. Employers must designate both a member of management as the COVID-19 Safety Monitor and a senior hourly worker (that is not a member of management) as the COVID-19 Vice Safety Monitor at each store to have the authority to work together to enforce these rules. Employers in unionized workplaces should consult with the employee's representatives on this designation.

General Rules for Essential Retailers.

- 1. Employers shall implement an organized line system where employees, customers, and other persons are not less than six feet apart at all times;
- 2. To the greatest extent practicable, designate shopping times for at risk populations (seniors, pregnant people, and people with underlying health conditions);
- 3. To the greatest extent possible, implement a system to restrict the number of customers who are physically present at an Essential Retailer so that six foot spacing may be maintained;
- 4. Employers shall implement purchase limits on high-demand items (toilet paper, soap, hand sanitizer). These purchase limits do not apply to a government organization or essential business:
- 5. To the greatest extent possible, employers shall offer pick up services or delivery services of grocery items and other essential supplies; and
- 6. Self-service food stations are prohibited. Self-service stations are defined as items that customers use common serving utensils to serve themselves, including but not limited to, salad bars, hot dog stands, self-service bulk food items, and other related food items. This section does not apply to self-checkout stations, so long as the checkout stations are cleaned at least every 30 minutes.

Enforcement. A violation of this Order is a misdemeanor punishable by a fine not to exceed \$1,000 and/or confinement in jail for a term not to exceed 180 days. Additionally, any essential retailer who fails to strictly comply with these rules can be removed from the essential business list and prohibited from operating in Dallas County.



EXHIBIT B

Rules for the Construction Industry

Reason for Construction Rules. The purpose of these rules is to outline the steps that every employer and employee must take to reduce the risk of exposure to COVID-19. The rules describe how to prevent worker exposure to coronavirus, protective measures to be taken on the jobsite, and cleaning and disinfecting procedures.

Construction as Critical Infrastructure. The Order classified construction for public works, residential, commercial, and schools as critical infrastructure. Elective additions and maintenance are prohibited.

Requirements for Construction. All employers involved in construction activity must follow the requirements set forth in the COVID-19 Safety Recommendations issued by the Construction Industry Safety Coalition, including the rules below:

- 1. All workers and contractors (hereafter referred to as "workers") must take their temperature at their residence. If a worker has a temperature above 99.6 degrees Fahrenheit, then they are prohibited from going to work and must remain at their residence;
- 2. To the greatest extent possible, implement a system whereby supervisors must check the temperature of all workers and contractors with a forehead thermometer before the worker begins work. If n worker or contractor has a temperature above 99.6 degrees Fahrenheit, then they are to be sent home immediately;
- 3. To the greatest extent possible, shift work must be implemented such that each shift shall have no more than fifty percent (50%) of the workers who were on shift on March 16, 2020. Once assigned to a shift, workers shall not change from one shift to another;
- 4. To the greatest extent possible, limit crossover of subcontractors;
- 5. Gatherings during meals or breaks are prohibited;
- 6. Workers must keep a 6 foot distance between people at all times, unless the work being performed requires multiple individuals for the safety of the workers;
- 7. Workers must not use a common water cooler. Employers shall provide individual water bottles or instruct workers to bring their own;
- 8. Employers must allow non-essential personnel to work from home when possible;
- 9. Employers must provide soap and water and hand sanitizer in the workplace, including all restrooms. Ensure that adequate supplies are maintained;
- 10. If running water is available at the site, workers must wash their hands for at least twenty (20) seconds before beginning work, when they remove gloves, and before and after the use of shared items such as tools or multi-user devices, before and after any meal or restroom breaks, and when their shift or work time ends.
- 11. Rest breaks of at least fifteen (15) minutes for every four (4) hours worked must be provided so workers may follow hygiene guidelines;
- 12. Employers must provide one (1) working flushing toilet for every fifteen (15) workers on site or one (1) outdoor portable toilet for every 10 workers on site;
- 13. There shall be no adverse action taken against a worker who has, due to possible exposure to coronavirus, (1) been quarantined or advised to self-quarantine; (2) have not



- reported to work because the worker has a temperature of 99.6 degrees or higher; and (3) requested to use paid sick leave under the employer's policy; and
- 14. Employers must designate a COVID-19 safety monitor on each site who has the authority to enforce these rules;

Enforcement. A violation of this Order is a misdemeanor punishable by a fine not to exceed \$1,000 and/or confinement in jail for a term not to exceed 180 days. Additionally, any general contractor or subcontractor who fails to strictly comply with these rules can be removed from the essential business list and prohibited from operating in Dallas County.



EXHIBIT C

Rules for Manufacturers and Distributors

Reason for Rules. The purpose of these rules is to outline the steps that every employer and employee must take to reduce the risk of exposure to COVID-19. The rules describe how to prevent worker exposure to coronavirus, protective measures to be taken on the jobsite, and cleaning and disinfecting procedures.

Definition of Critical Manufacturers and Distributors. This Order defines Critical Manufacturing and Distribution as the industries listed in the U.S. Department of Homeland Security in its Guidance on the Essential Critical Infrastructure Workforce, Version 2.0.

Rules for Manufacturers and Distributors. All employers involved in critical manufacturing and distribution activity must follow the requirements set forth in the rules below:

- 1. All employees must take their temperature at their residence before going to work at a manufacturing or distribution center. If a worker has a temperature above 99.6 degrees Fahrenheit, then they are prohibited from going to work and must remain at their residence;
- 2. To the greatest extent possible and as equipment becomes available, employers must implement a system whereby supervisors check the temperature of all employees before the employee begins work. If an employee has a temperature above 99.6 degrees Fahrenheit, then they are not permitted to work and must be sent home immediately;
- 3. Gatherings during meals or breaks are prohibited;
- 4. Employees must keep a six (6) foot distance between people at all times, unless the work being performed requires multiple individuals for the safety of the employees;
- 5. To the extent practicable, employers shall adjust shift timing to allow for greater physical distance between employees;
- 6. Employers must allow non-essential personnel to work from home when possible;
- 7. Employers must provide soap and water, or hand sanitizer if no soap or water is available, in the workplace, including all restrooms. Employers shall ensure that adequate supplies of soap and hand sanitizer are maintained;
- 8. Employees must wash their hands for at least twenty (20) seconds before beginning work, before any food preparation, before and after the use of shared items, after any meal or restroom breaks, and immediately prior to departing the work site.
- 9. Employers shall discourage employees from sharing work tools when possible.
- 10. Rest breaks of at least fifteen (15) minutes for every four (4) hours worked must be provided so employees may follow hygiene guidelines;
- 11. There shall be no adverse action taken against an employee who has, due to possible exposure to coronavirus, (1) been quarantined or advised to self-quarantine; (2) have not reported to work because the worker has a temperature of 99.6 degrees or higher; and (3) requested to use paid sick leave under the employer's policy; and
- 12. Employers must designate both a member of management as the COVID-19 Safety Monitor and a senior hourly employee (that is not a member of management), or a non-management

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employee if an hourly employee is not available, as the COVID-19 Vice Safety Monitor at each site to have the authority to work together to enforce these rules. Employers in unionized workplaces should consult with the employee's representatives on this designation.

Enforcement. A violation of this Order is a misdemeanor punishable by a fine not to exceed \$1,000 and/or confinement in jail for a term not to exceed 180 days. Additionally, any manufacturer and distributor who fails to strictly comply with these rules can be removed from the essential business list and prohibited from operating in Dallas County.



EXHIBIT D

Rules for Financial Institutions

Reason for Rules. The purpose of these rules is to outline the steps that every employer and employee must take to reduce the risk of exposure to COVID-19. The rules describe how to prevent worker exposure to coronavirus, protective measures to be taken on the jobsite, and cleaning and disinfecting procedures.

1. Check Cashing Businesses

Application. For the purpose of this Order, "Check Cashing Business" means a person or entity that for compensation engages, in whole or in part, in the business of cashing checks, drafts, money orders, traveler's checks or other instruments for the transmission or payment of money. This Order does not apply to a retail seller engaged primarily in the business of selling consumer goods, including consumables, to retail buyers that cash checks or issue money orders as a service to its customers that is incidental to its main purpose or business.

Interest and Fees. Fees shall not exceed 2% of the amount of the check, draft, or money order, or \$2, whichever is greater. Interest on a loan or advance of money shall not exceed 15% per annum of the total amount of the advance, provided that total fees associated with the loan do not exceed \$75, regardless of the name or type of charge. A check cashing business may charge only those charges expressly authorized in this Order in connection with a loan or advance issued.

Safety Rules. All check cashing businesses must follow the requirements set forth in the rules below:

- a) All employees must take their temperature at their residence before going to work. If an employee has a temperature above 99.6 degrees Fahrenheit, then they are prohibited from going to work and must remain at their residence;
- b) To the greatest extent possible and as equipment becomes available, employers must implement a system whereby supervisors must check the temperature of all workers and contractors with a forehead thermometer before the worker begins work. If a worker has a temperature above 99.6 degrees Fahrenheit, then they are to be sent home immediately;
- c) Employees must keep a 6 foot distance between people at all times, unless the work being performed requires multiple individuals for the safety of the workers;
- d) Employers shall restrict the number of customers physically present in the store to only those people necessary to complete the transaction as determined by the customer. All other individuals must remain outside the store while the transaction is completed;
- e) Employers must allow non-essential personnel to work from home when possible;
- f) Employers must provide soap and water, or hand sanitizer if no soap or water is available, in the workplace, including all restrooms and food preparation areas. Employers must ensure that adequate supplies are maintained;
- g) Employees must wash their hands for at least twenty (20) seconds before beginning work, before any food preparation, before and after the use of shared items, after any meal or restroom breaks, and immediately prior to the end of the work shift;



- h) Rest breaks of at least fifteen (15) minutes for every four (4) hours worked must be provided so workers may follow hygiene guidelines; and
- i) There shall be no adverse action taken against a worker who has, due to possible exposure to coronavirus, (1) been quarantined or advised to self-quarantine; (2) have not reported to work because the worker has a temperature of 99.6 degrees or higher; and (3) requested to use paid sick leave under the employer's policy.

2. Pawnshops

Application. These rules apply to all locations or premises at which a pawnbroker regularly conducts business.

Interest and Fees. Interest on a loan of money extended pursuant to a pawn transaction shall not exceed 15% per annum of the total amount of the advance, provided that total fees associated with the loan do not exceed \$75, regardless of the name or type of charge. A pawnshop may charge only those charges expressly authorized in this Order in connection with a pawnshop loan.

Minimum Term Length. A pawnshop shall hold the goods pledged as collateral for at least 120 days after the end of the Emergency Declaration issued by Judge Jenkins or the end of the Emergency Declaration issued by Governor Abbott, whichever is later.

Safety Rules. All pawnshops must follow the requirements set forth in the rules below:

- a) All employees must take their temperature at their residence before going to work. If an employee has a temperature above 99.6 degrees Fahrenheit, then they are prohibited from going to work and must remain at their residence;
- b) To the greatest extent possible and as equipment becomes available, employers must implement a system whereby supervisors must check the temperature of all workers and contractors with a forehead thermometer before the worker begins work. If a worker has a temperature above 99.6 degrees Fahrenheit, then they are to be sent home immediately;
- c) Employees must keep a 6 foot distance between people at all times, unless the work being performed requires multiple individuals for the safety of the workers;
- d) Employers shall restrict the number of customers so that only one customer is physically present in the store at a time;
- e) Employers must allow non-essential personnel to work from home when possible;
- f) Employers must provide soap and water, or hand sanitizer if no soap or water is available, in the workplace, including all restrooms and food preparation areas. Employers must ensure that adequate supplies are maintained;
- g) Employees must wash their hands for at least twenty (20) seconds before beginning work, before any food preparation, before and after the use of shared items, after any meal or restroom breaks, and immediately prior to the end of the work shift;
- h) Rest breaks of at least fifteen (15) minutes for every four (4) hours worked must be provided so workers may follow hygiene guidelines; and
- i) There shall be no adverse action taken against a worker who has, due to possible exposure to coronavirus, (1) been quarantined or advised to self-quarantine; (2) have not reported to

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work because the worker has a temperature of 99.6 degrees or higher; and (3) requested to use paid sick leave under the employer's policy.

3) Enforcement

Enforcement. A violation of this Order is a misdemeanor punishable by a fine not to exceed \$1,000 and/or confinement in jail for a term not to exceed 180 days. Additionally, any financial institution who fails to strictly comply with these rules can be removed from the essential business list and prohibited from operating in Dallas County.



EXHIBIT E

Rules for Common Carriers, Shipper, Delivery Services, and Related Companies

Reason for Rules. The purpose of these rules is to outline the steps that every employer and employee must take to reduce the risk of exposure to COVID-19. The rules describe how to prevent worker exposure to coronavirus, protective measures to be taken on the jobsite, and cleaning and disinfecting procedures.

Definition of Common Carriers. All employers which are common carriers, motor carriers, private carriers, shippers, delivery services, moving companies and contract carriers which load or unload cargo, supplies, equipment or goods at any point located in Dallas County.

Rules for Common Carriers. All employers involved in trucking, shipping, delivery and moving services, and related industries must follow the requirements set forth in the rules below:

- 1. All employees must take their temperature at their residence before going to work. If a worker has a temperature above 99.6 degrees Fahrenheit, then they are prohibited from going to work and must remain at their residence;
- 2. To the greatest extent possible and as equipment becomes available, employers must implement a system whereby supervisors check the temperature of all employees before the employee begins work. If an employee has a temperature above 99.6 degrees Fahrenheit, then they are not permitted to work and must be sent home immediately;
- 3. Gatherings during meals or breaks are prohibited;
- 4. Employees must keep a six (6) foot distance between people at all times, unless the work being performed requires multiple individuals for the safety of the employees;
- 5. To the extent practicable, employers shall adjust shift timing to allow for greater physical distance between employees, including coordination between dispatch and scheduling so that there is no overlap between crews traveling to different locations;
- 6. Employers must allow non-essential personnel to work from home when possible;
- 7. Employers must provide soap and water, or hand sanitizer if no soap or water is available, in the workplace, including all restrooms. Employers shall ensure that adequate supplies of soap and hand sanitizer are maintained. Hand sanitizer must be available in each vehicle;
- 8. Workers must wash their hands for at least twenty (20) seconds before beginning work, before any food preparation, before and after the use of shared items, after any meal or restroom breaks, and immediately prior to the end of the work shift;
- 9. Employers must ensure that employees use gloves when handling shared tools or equipment (such as dollies, dock plates, and controls) and that employees wash their hands for at least 20 seconds after handling such tools or equipment;
- 10. To the greatest extent possible, drivers and other personnel should stay in their vehicles while the vehicles are being loaded and unloaded, unless required for employee safety;



- 11. To the greatest extent possible, receipts, bills of lading, acknowledgements and other such documentation should be electronic so as minimize the need for personnel to physically sign and exchange documents;
- 12. Rest breaks of at least fifteen (15) minutes for every four (4) hours worked must be provided so workers may follow hygiene guidelines;
- 13. There shall be no adverse action taken against a worker who has, due to possible exposure to coronavirus, (1) been quarantined or advised to self-quarantine; (2) has not reported to work because the worker has a temperature of 99.6 degrees or higher; and (3) requested to use paid sick leave under the employer's policy; and
- 14. Employers must designate both a member of management and an employee who is not a member of management COVID-19 safety monitors at each of the business's warehouses, yards or other locations who have the authority to work together to enforce these rules. Employers in unionized workplaces should consult with the employee's representatives on this designation.

Enforcement. A violation of this Order is a misdemeanor punishable by a fine not to exceed \$1,000 and/or confinement in jail for a term not to exceed 180 days. Additionally, any common carrier or related business who fails to strictly comply with these rules can be removed from the essential business list and prohibited from operating in Dallas County.



EXHIBIT F

Rules for Real Estate Agents

Reason for Rules. The purpose of these rules is to outline the steps that every Agent/Employee must take to reduce the risk of exposure to COVID-19. The rules describe how to prevent exposure to coronavirus and protective measures to be taken in all real estate showing.

Definition of Real Estate Activity. For the purposes of this Order, real estate activity includes any activity governed by the Texas Real Estate License Act, the Inspector Act, the Residential Service Company Act, and the Timeshare Act.

Safety Rules for All Real Estate Agents/Employees. All realtors and their employees involved in essential real estate activity must follow the requirements set forth in the rules below:

- 1. Open Houses are prohibited;
- 2. All realtors and their employees (hereafter referred to as "realtors") must take their temperature at their residence prior to any real estate showing. If an agent has a temperature above 99.6 degrees Fahrenheit, they are prohibited from participating in any real estate showings and must remain at their residence;
- 3. Realtors and clients must travel to showings in separate vehicles;
- 4. Realtors, clients, and homeowners must follow the six-foot social distancing rule at all times;
- 5. Realtors and staff should limit in person contact and conduct business remotely as much as possible;
- 6. Realtors must wear a protective mask and provide new, unused protective masks to clients when touring a site;
- 7. Employers must designate a COVID-19 safety monitor at each real estate office who has the authority to enforce these rules;

Enforcement. A violation of this Order is a misdemeanor punishable by a fine not to exceed \$1,000 and/or confinement in jail for a term not to exceed 180 days. Additionally, any realtor who fails to strictly comply with these rules can be removed from the essential business list and prohibited from operating in Dallas County.



EXHIBIT G

Guidance on Covering Nose and Mouth

A significant percentage of individuals with the COVID-19 virus lack symptoms. Because an infected person can transmit the virus to others before showing any symptoms, the covering of a person's nose and mouth when visiting an Essential Business is necessary to help prevent the spread of COVID-19. This is consistent with the findings of the CDC and Dallas County Health Authority.

Staying home is the best way to help reduce the spread of the virus, but if an individual must leave their place of residence to visit an Essential Business, wearing a fabric face mask shall be used as outlined in this Order. Wearing a face covering is not a substitute for maintaining 6-feet social distancing and hand washing, as these remain important steps to slowing the spread of the virus. The face coverings recommended are not surgical masks or N-95 respirators, which are critical supplies that must continue to be reserved for healthcare workers and first responders.

The public in general and Essential Business employees shall comply with the following:

- **A.** To the greatest extent possible, all persons over the age of two (2) shall wear some form of covering over their nose and mouth, such as a homemade mask, scarf, bandana or handkerchief, when:
 - 1) patronizing an Essential Business; and
 - 2) using public transportation, taxis, or ride shares.
- **B.** This section shall not apply to persons that are:
 - 1) riding in a personal vehicle;
 - 2) that are alone in a separate single space;
 - 3) that are in the presence only of other members of their household or residence;
 - 4) engaging in outdoor activity;
 - 5) eating; or
 - 6) when wearing a covering poses a greater mental or physical health, safety or security risk such as anyone who has trouble breathing, or is unconscious, incapacitated or otherwise unable to remove the cover without assistance.

Children under the age of two (including infants) should not wear cloth face coverings. Those between the ages of two and nine should use them but under adult supervision to ensure that the child can breathe safely and avoid choking or suffocation. Children with breathing problems should not wear a face covering. Parents and Guardians of children under 10 shall be responsible for appropriately masking children pursuant to this Order.

All COVID-19 Suspected Positives, those currently being tested, and untested individuals with cough and/or fever, and household members of same category of individuals shall not leave their residence without a mask or cloth face covering to prevent the spread to others.

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To the greatest extent possible, all individuals working for an Essential Business must wear a mask or cloth face covering whenever in public and whenever performing job duties in the presence of others. To the greatest extent possible, employers shall provide employees with a mask or face covering. An owner or operator of an Essential Business may refuse admission or service to any individual who fails to wear face covering.

Medical grade (N95) and surgical masks should be reserved and used only by medical professionals and first responders. Cloth face coverings are not intended for use by healthcare workers, first responders, and others whose work requires close contact with people who are ill.

Cloth coverings should be made in accordance with CDC Guidance, which can be found here: https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html



DCHHS Social Distancing Rules

1) Vulnerable Populations: Limit Outings

- Vulnerable populations include people who are:
 - o 60 years old and older.
 - People with certain health conditions such as heart disease, lung disease, diabetes, kidney disease and weakened immune systems.
- For vulnerable populations, don't go to gatherings unless it is essential. Stay home. Avoid people who are sick.

2) Workplace and Businesses: Minimize Exposure

- Suspend nonessential employee travel.
- Ensure employees practice social distancing and do not work within six feet of one another.
- Urge essential employees to stay home when they are sick and maximize flexibility in sick leave benefits.
- Do not require a doctor's note for employees who are sick.
- Maximize telecommuting options.
- Persons who need to be at work to provide essential services of great benefit to the community must take steps in their workplace to minimize risk.

3) Cancel Non-essential Events

- Cancel non-essential events.
- Do not attend any events or gatherings if sick.
- For events that aren't cancelled, we recommend:
 - o Having hand washing capabilities, hand sanitizers and tissues available.
 - o Frequently cleaning high touch surface areas like counter tops and hand rails.
 - o Finding ways to implement social distancing.

4) Schools: Safety First

- Do not have your child attend school if sick.
- If you have a child with chronic health conditions, consult the child's doctor about school attendance.
- Schools should equip all classrooms with hand sanitizers and tissues.
- Recommend rescheduling or cancelling events that are not essential.
- Explore remote teaching and online options to continue learning.
- Schools should develop a plan for citywide school closures, and families should prepare for further closures.

5) Transit: Cleaning and Protection

- Increase cleaning of vehicles and high touch surface areas.
- Provide hand washing/hand sanitizers and tissues in stations and on vehicles.
- Ensure social distancing practices are implemented to the full extent possible.

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6) Health Care Settings: Avoid as possible, protect the vulnerable

- Long-term care facilities should have a COVID-19 plan in accordance with CDC or state guidelines.
- Long-term care facilities should restrict all visitation except for certain compassionate care situations, such as end of life situations.
- The general public should avoid going to medical settings such as hospitals, nursing homes and long-term care facilities, even if you are not ill.
- If you are ill, call your health care provider ahead of time, and you may be able to be served by phone.
- Do not visit emergency rooms unless it is essential.
- Follow guidance and directions of all facilities.

7) Everyone: Do your part

The best way for all Dallas County residents to reduce their risk of getting sick, as with seasonal colds or the flu, still applies to prevent COVID-19:

- Wash hands with soap and water for at least 20 seconds.
- Cough or sneeze into your elbow or a tissue. Throw the tissue in the trash.
- Stay home if you are sick.
- Avoid touching your face.
- Try alternatives to shaking hands, like an elbow bump or wave.
- If you have recently returned from a country, state or region with ongoing COVID-19 infections, monitor your health and follow the instructions of public health officials and CDC guidance.

You can also prepare for the disruption caused by an outbreak. Preparedness actions include:

- Prepare to work from home if that is possible for your job, and your employer.
- Make sure you have a supply of all essential medications for your family.
- Prepare a child care plan if you or a caregiver are sick.
- Make arrangements about how your family will manage school closures.
- Plan for how you can care for a sick family member without getting sick yourself.
- Take care of each other and check in by phone with friends, family and neighbors that are vulnerable to serious illness or death if they get COVID-19.
- Keep common spaces clean to help maintain a healthy environment for you and others. Frequently touched surfaces should be cleaned regularly with disinfecting sprays, wipes or common household cleaning products.